

DRAFTAgenda Item Number : **1A****Request For Council Action**

Date Submitted 2015-02-17 17:20:46**Applicant** City of St. George**Quick Title** Consent Calendar - Monthly Financial Report January 31, 2015**Subject****Discussion****Cost** \$0.00**City Manager
Recommendation****Action Taken****Requested by** Deanna Brklacich**File Attachments** [JANUARY 2015.pdf](#)**Approved by Legal
Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [JANUARY 2015.pdf](#)



MONTHLY FINANCIAL REPORT

SEVEN MONTHS ENDED

JANUARY 31, 2015

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORT
SEVEN MONTHS ENDED JANUARY 31, 2015

ADMINISTRATIVE DIRECTOR'S COMMENTS:

The attached report represents activity in the various city funds for the SEVEN months ended January 31, 2015. This period represents 58% of the fiscal year.

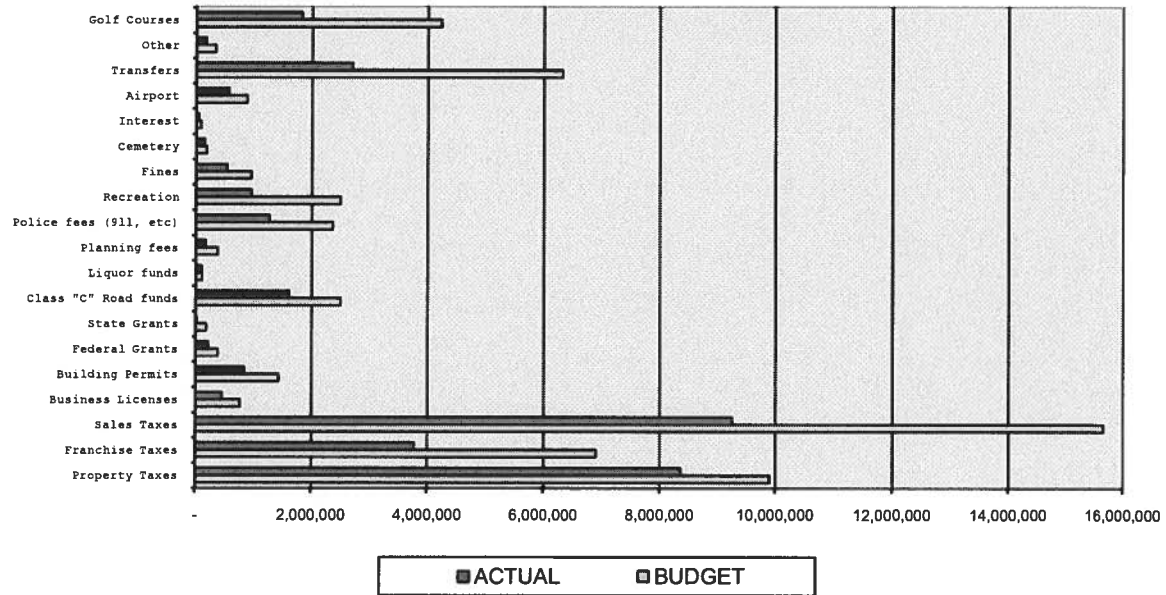
As you can see in reviewing the General Fund revenues and expenditures, a line item has now been added to incorporate the golf courses into a division within the General Fund. I have restated the revenue comparisons worksheet to reflect this also for last fiscal year so as to make a fair comparison.

- 1) General Fund revenues are at 58.86% of budget. We received a large portion of our property taxes in December and in January we received an additional \$2.3 million.
- 2) Overall General Fund revenues are up 3.35% over the prior fiscal year. Sales taxes are up 6.08% over last year and franchise taxes are up 3.93%. Golf revenues are up because of the City now operating the snack bars and merchandise sales at the various courses whereas in previous years these were operated by the golf professionals.
- 3) The attached general fund revenue schedule is good to give you a quick review of how revenues are trending in comparison with the budget.
- 4) General Fund expenditures are at 51.23% of budget for the year to date. Where we have completed 58% of the fiscal year on the time horizon, as compared to expenditures at 51% of the budget, we are continuing to do a good job of spending within the budget.
- 5) The revenue comparison schedule attached to this report does show a mixed bag as some fund revenues are up in comparison to prior years, while others are down.
- 6) The City Treasurer's December deposit and investment report is also attached for your review of all City funds held in various bank accounts and investments.

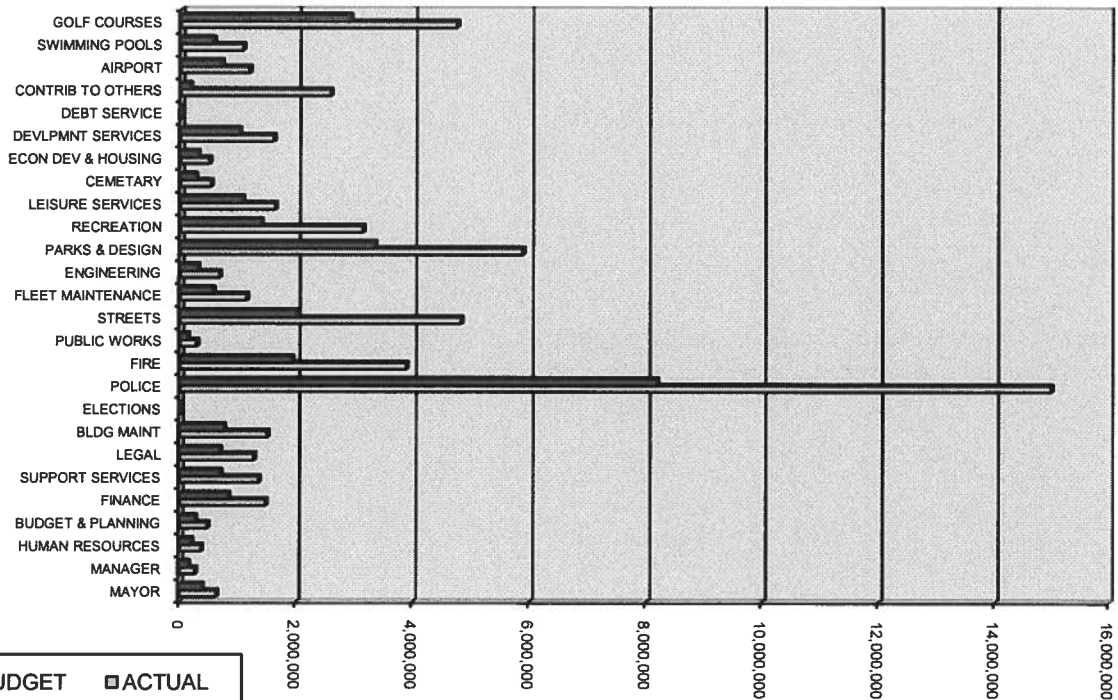
If there are any questions, comments, or concerns, please feel free to contact me at any time at either deanna.brklacich@sgcity.org or at 627-4004.

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
1/31/2015

GENERAL FUND REVENUES

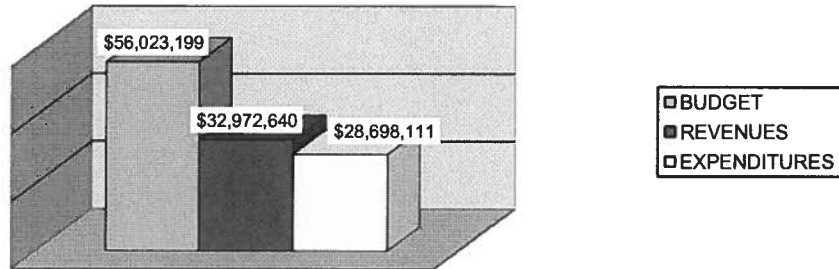


GENERAL FUND EXPENDITURES

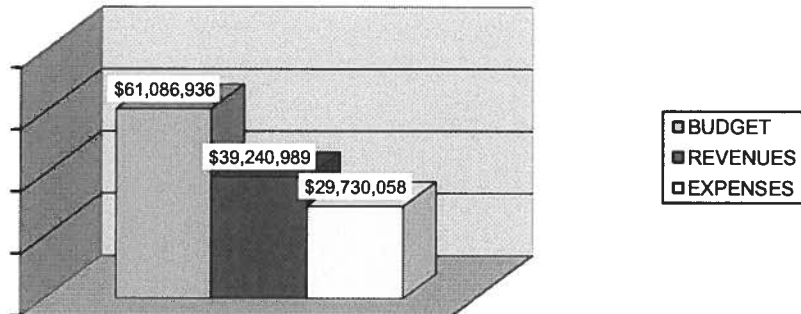


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
1/31/2015

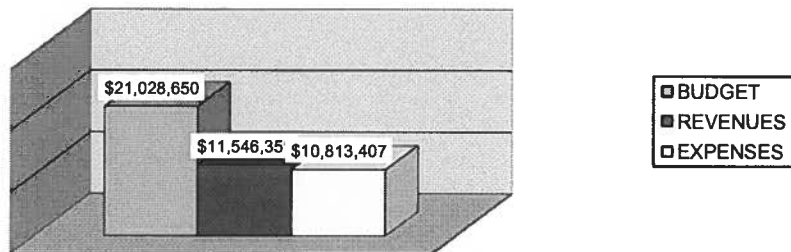
GENERAL FUND



ELECTRIC UTILITY

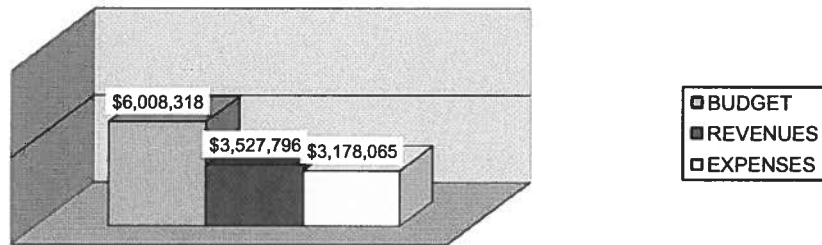


WATER UTILITY

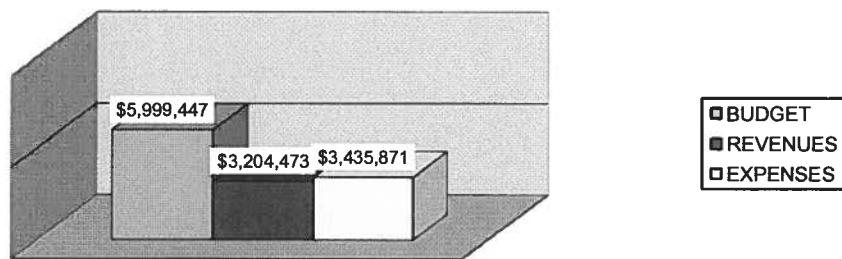


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
1/31/2015

WASTEWATER COLLECTION (includes impact)

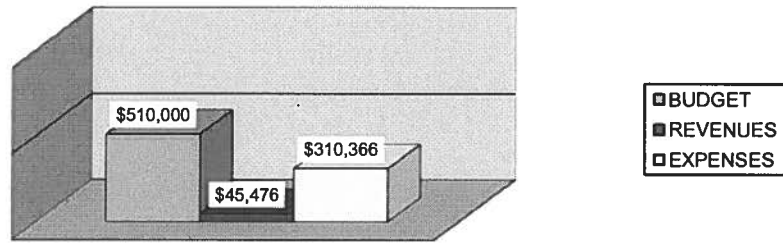


WASTEWATER TREATMENT (includes impact)

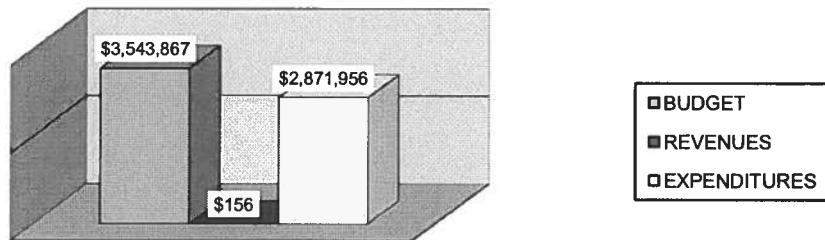


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
1/31/2015

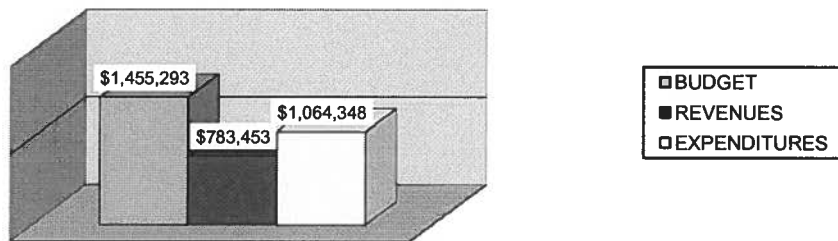
CDBG BLOCK GRANT FUND



SALES TAX BOND CAP. PROJECT FUND

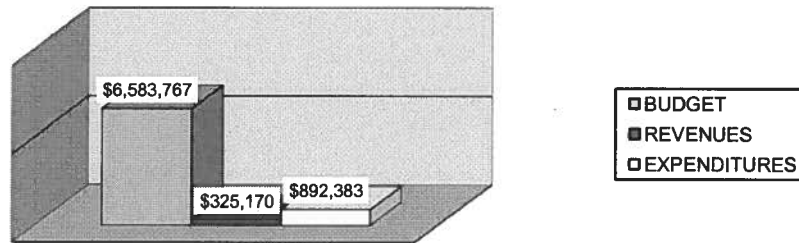


DIXIE CENTER OPERATIONS

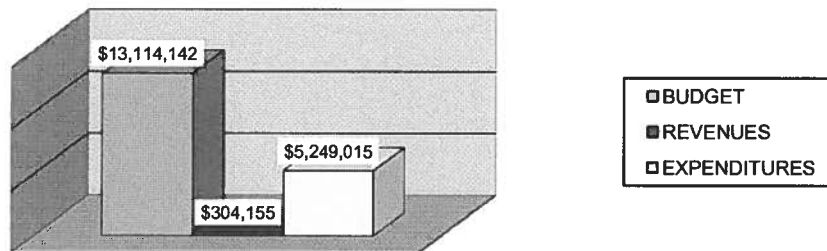


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
1/31/2015

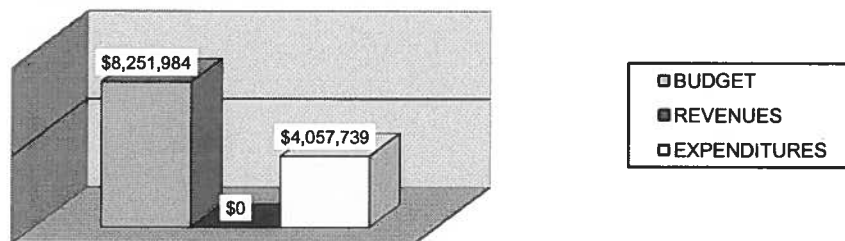
CAPITAL EQUIPMENT FUND



PUBLIC WORKS CAP. PROJ. FUND

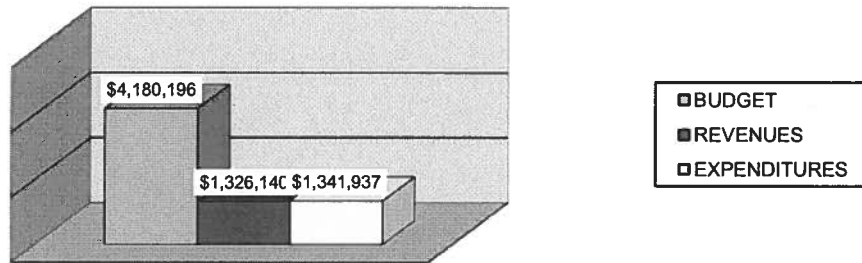


REPLACEMENT AIRPORT FUND

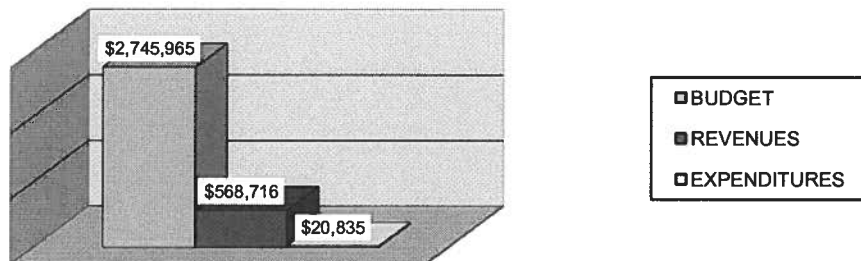


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
1/31/2015

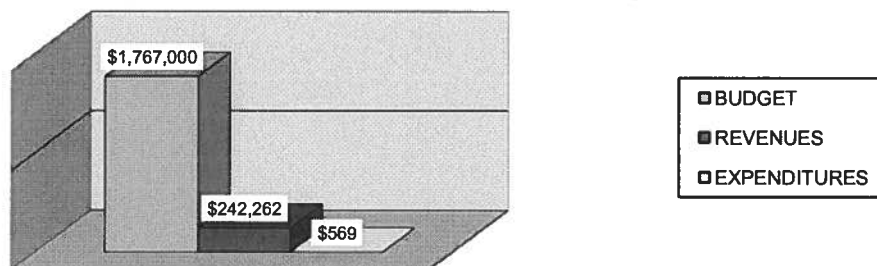
PARK IMPACT FUND



STREET IMPACT FUND

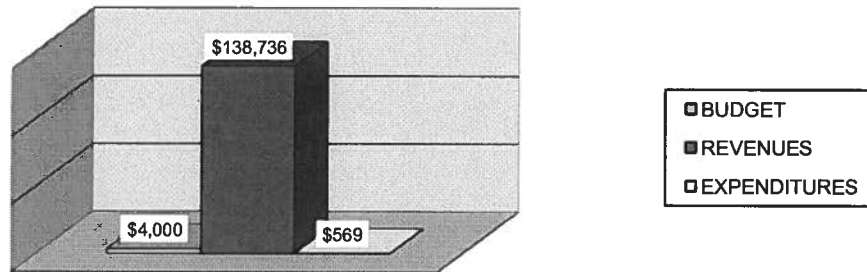


DRAINAGE IMPACT FUND

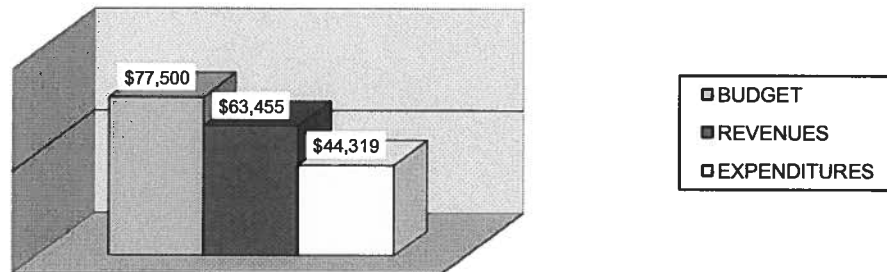


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
1/31/2015

FIRE IMPACT FUND

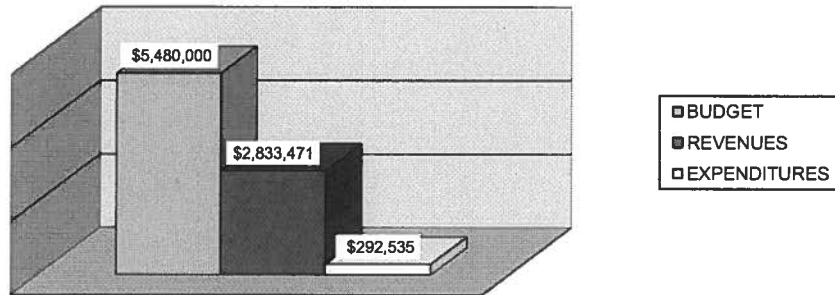


POLICE IMPACT FUND

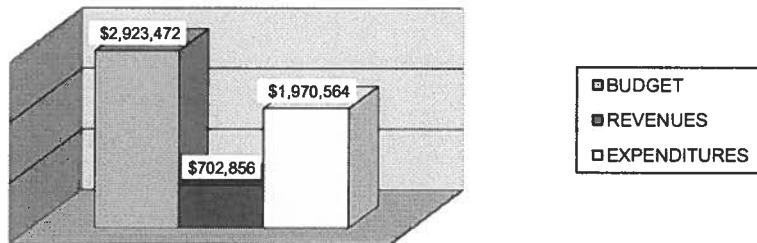


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
1/31/2015

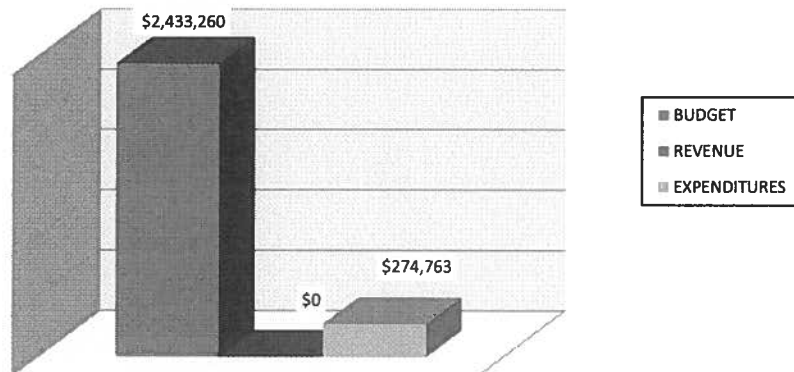
TRANSPORTATION IMPRV. FUND



SUNTRAN TRANSIT FUND



SWITCHPOINT RESOURCE CENTER



CITY OF ST. GEORGE, UT
GENERAL FUND REVENUES
SEVEN MONTHS ENDED JANUARY 31, 2015

58% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU JAN. 31, 2015	PCT RECEIVED
CURRENT PROPERTY TAXES	8,300,000.00	7,695,050.89	92.71%
FEES ASSESSED	1,300,000.00	483,909.93	37.22%
FRANCHISE TAXES	6,900,000.00	3,770,246.13	54.64%
DELINQUENT TAXES	300,000.00	179,636.96	59.88%
GENERAL SALES TAXES	15,650,000.00	9,253,453.95	59.13%
BUSINESS LICENSES	600,000.00	394,132.50	65.69%
LICENSE FEES - RENTAL ORDINANCE	160,000.00	52,960.00	33.10%
ELECTION FILING FEES			
TRUCK-N-GO PERMITS	3,000.00	3,420.00	114.00%
BUILDING PERMITS	1,400,000.00	819,672.11	58.55%
DOG LICENSES	32,000.00	13,818.00	43.18%
FEDERAL GRANTS	384,504.00	213,546.60	55.54%
STATE GRANTS	179,766.00	18,050.86	10.04%
CLASS C ROAD ALLOTTMENT	2,500,000.00	1,611,733.22	64.47%
LIQUOR FUND ALLOTTMENT	105,000.00	101,658.47	96.82%
RESOURCE OFFICER CONTRIB.	607,915.00	305,957.50	50.33%
PLANNING FEES	350,000.00	146,544.60	41.87%
AIR QUALITY FEES	30,000.00	13,439.30	44.80%
SPECIAL POLICE SERVICES	55,000.00	35,328.95	64.23%
E-911 SERVICES	980,000.00	555,928.21	56.73%
OTHER CITIES DISPATCH FEES	719,181.00	359,590.68	50.00%
POLICE TRAINING CLASSES	2,000.00	5,590.38	279.52%
REVERSE 911 REIMBURSEMENTS			
MUSEUM DONATIONS	1,200.00	2,116.34	176.36%
MUSEUM ADMISSION FEES	10,000.00	3,703.29	37.03%
NJCAA TOURNAMENT		0.00	
COMMUNITY ARTS BLDG RENTALS	5,500.00	250.00	4.55%
OPERA HOUSE PERFORMANCES	1,500.00	0.00	0.00%
TRIPAX PASS SALES		-223.04	#DIV/0!
WALKING TOUR REVENUES	3,000.00	1,760.94	58.70%
SOCIAL HALL RENTALS	14,000.00	13,300.55	95.00%
EXHIBITS - COLLECTIONS	7,500.00	2,431.32	32.42%
NATURE CENTER	52,000.00	10,071.79	19.37%
AQUATIC CENTER	360,000.00	160,664.03	44.63%
YOUTH SPORTS	77,500.00	73,122.00	94.35%
ADULT SPORTS	45,000.00	28,542.00	63.43%
RACES	349,000.00	179,114.71	51.32%
SOFTBALL LEAGUES	350,900.00	178,159.12	50.77%
NON-FOOD CONCESSIONS			
ARTS FAIR REVENUE	40,000.00	1,900.00	4.75%

CITY OF ST. GEORGE, UT
GENERAL FUND REVENUES
SEVEN MONTHS ENDED JANUARY 31, 2015

58% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU JAN. 31, 2015	PCT RECEIVED
SPECIAL COMMUNITY EVENTS	2,600.00	90.00	3.46%
SWIMMING POOL FEES	125,000.00	49,022.96	39.22%
RECREATION FEES	10,000.00	0.00	0.00%
RECREATION CENTER FEES	143,000.00	67,653.84	47.31%
OPERA HOUSE RENTALS	7,000.00	3,847.00	54.96%
RECREATION FACILITY RENTALS	18,000.00	9,040.00	50.22%
TENNIS CLASSES ETC.	96,000.00	60,159.30	62.67%
MARATHON REVENUES	775,700.00	108,155.93	13.94%
RECREATION CLASS FEES		898.00	#DIV/0!
CEMETARY LOT SALES	95,000.00	73,312.50	77.17%
BURIAL FEES	85,000.00	69,570.00	81.85%
TRAFFIC SCHOOL FEES	36,000.00	31,103.60	86.40%
COURT FINES	825,000.00	469,935.02	56.96%
POLICE WARRANTS	14,000.00	6,650.00	47.50%
ACE PENALTIES	50,000.00	19,949.00	39.90%
ACE COSTS	20,000.00	3,488.00	17.44%
ACE ABATEMENTS	5,000.00	150.00	3.00%
INTEREST EARNINGS	80,000.00	44,060.74	55.08%
RENTS AND ROYALTIES	30,000.00	10,022.88	33.41%
SALE OF PROPERTY	30,000.00	9,601.21	32.00%
POLICE EVIDENCE IMPOUND	2,500.00	3,632.32	145.29%
MISCELLANEOUS SUNDRY REVENUES	75,000.00	27,435.18	36.58%
ORTHOGRAPHY MAPS	500.00	45.18	9.04%
COMPOST SALES - REUSE	30,000.00	9,933.86	33.11%
ROADBASE SALES - REUSE	6,500.00	0.00	0.00%
AIRPORT REVENUES	873,000.00	559,817.38	64.13%
MAINTENANCE AT AIRPORT	7,100.00	4,151.91	58.48%
CONTRIBUTIONS FROM OTHER	112,273.00	86,474.49	77.02%
TRANSFERS FROM OTHER FUNDS	6,318,680.00	2,700,833.38	42.74%
CONTRIBUTIONS FROM PRIVATE	41,579.00	18,179.43	43.72%
MEDIAN LANDSCAPE FEES		1,334.97	#DIV/0!
ANIMAL SHELTER DONATIONS		11,097.19	#DIV/0!
POLICE PROJECT LIFESAVER	5,000.00	5,150.00	103.00%
APPROPRIATED FUND BALANCE			
GOLF COURSE REVENUES (ALL COURSES)	4,228,300.00	1,819,262.06	43.03%
TOTAL GENERAL FUND REVENUES	56,023,198.00	32,972,639.62	58.86%

CITY OF ST. GEORGE, UT
EXPENDITURE STATUS REPORT BY CATEGORY
SEVEN MONTHS ENDED JANUARY 31, 2015

58% OF THE BUDGET YEAR

GENERAL FUND	ADJUSTED BUDGET	ACTUAL THRU JAN. 31, 2015	REMAINING BALANCE	PCT USED
MAYOR & COUNCIL	629,600.00	379,282.92	250,317.08	60.24%
CITY MANAGER	266,526.00	145,280.23	121,245.77	54.51%
HUMAN RESOURCES	369,572.00	197,084.58	172,487.42	53.33%
ADMINISTRATIVE SERVICES	472,264.00	262,176.13	210,087.87	55.51%
FINANCE DEPARTMENT	1,474,245.00	825,163.32	649,081.68	55.97%
TECHNOLOGY SERVICES	1,355,048.00	693,972.77	661,075.23	51.21%
LEGAL SERVICES	1,126,085.00	614,597.21	511,487.79	54.58%
BUILDING MAINTENANCE	1,502,979.00	754,061.59	748,917.41	50.17%
ELECTIONS	0.00	0.00	0.00	#DIV/0!
PLANNING COMMISSION	12,000.00	6,372.75	5,627.25	53.11%
POLICE	12,065,423.00	6,755,324.28	5,310,098.72	55.99%
HIDTA GRANT	143,260.00	75,774.49	67,485.51	52.89%
POLICE DISPATCH	2,661,656.00	1,289,642.01	1,372,013.99	48.45%
CCJJ GRANT	51,063.00	25,784.79	25,278.21	50.50%
SAFG (State Asset Forfeiture Grant)	54,937.00	35,434.74	19,502.26	64.50%
FIRE DEPARTMENT	3,884,206.00	1,921,509.08	1,962,696.92	49.47%
CODE ENFORCEMENT	147,229.00	74,064.01	73,164.99	50.31%
PUBLIC WORKS ADMINISTRATION	282,066.00	126,525.37	155,540.63	44.86%
STREETS	4,827,028.00	1,989,644.83	2,837,383.17	41.22%
FLEET MAINTENANCE	1,142,988.00	554,068.15	588,919.85	48.48%
ENGINEERING	672,682.00	294,520.97	378,161.03	43.78%
PARKS	5,246,933.00	3,009,694.68	2,237,238.32	57.36%
DESIGN	633,225.00	331,161.98	302,063.02	52.30%
NATURE CENTER & YOUTH PROGRAMS	90,276.00	35,465.43	54,810.57	39.29%
SOFTBALL PROGRAMS	351,987.00	175,803.20	176,183.80	49.95%
SPORTS FIELD MAINTENANCE	645,111.00	431,629.27	213,481.73	66.91%
SPECIAL EVENTS & PROGRAMS	329,824.00	132,429.54	197,394.46	40.15%
YOUTH SPORTS PROGRAMS	155,108.00	65,425.10	89,682.90	42.18%
ADULT SPORTS PROGRAMS	46,880.00	14,592.64	32,287.36	31.13%
RECREATION	745,486.00	272,232.24	473,253.76	36.52%
EXHIBITS AND COLLECTIONS	256,576.00	158,720.74	97,855.26	61.86%
COMMUNITY ARTS	287,049.00	137,306.69	149,742.31	47.83%
HISTORIC OPERA HOUSE	90,566.00	43,388.15	47,177.85	47.91%
HISTORIC COURTHOUSE	23,200.00	13,094.53	10,105.47	56.44%
LEISURE SERVICES ADMINISTRATION	354,499.00	182,167.59	172,331.41	51.39%
RECREATION CENTER	774,536.00	258,268.90	516,267.10	33.34%
MARATHON	616,505.00	526,801.82	89,703.18	85.45%
COMMUNITY CENTER	2,800.00	1,603.79	1,196.21	57.28%
CEMETERY	524,873.00	249,542.40	275,330.60	47.54%
ECONOMIC DEVELOPMENT & HOUSING	497,360.00	295,148.14	202,211.86	59.34%
DEVELOPMENT SERVICES ADMIN.	1,592,564.00	1,008,041.11	584,522.89	63.30%
DEBT SERVICE	27,305.00	15,927.94	11,377.06	58.33%
TRANSFERS TO OTHER FUNDS	2,579,678.00	155,750.00	2,423,928.00	6.04%
AIRPORT	1,184,872.00	703,115.19	481,756.81	59.34%
SWIMMING POOL	253,031.00	151,905.44	101,125.56	60.03%
SAND HOLLOW AQUATIC CENTER	822,447.00	401,506.69	420,940.31	48.82%
GOLF COURSES EXPENDITURES (ALL COURSES)	4,749,651.00	2,907,103.74	1,842,547.26	61.21%
TOTAL GENERAL FUND	56,023,199.00	28,698,111.16	27,325,087.84	51.23%

CITY OF ST. GEORGE, UT
REVENUE COMPARISONS
SEVEN MONTHS ENDED JANUARY 31, 2015

	FYE JULY 2015	FYE JULY 2014	FY2014 as a % of FY 2014
GENERAL FUND:			
Property Taxes	8,358,598	8,172,502	102.28%
Franchise Taxes	3,770,246	3,627,746	103.93%
Sales Taxes	9,253,454	8,722,991	106.08%
Business Licenses	450,513	457,815	98.40%
Building Permits	833,490	862,468	96.64%
Federal Grants	213,547	405,365	52.68%
State Grants	18,051	90,225	20.01%
Class "C" Road funds	1,611,733	1,670,714	96.47%
Liquor funds	101,658	102,183	99.49%
Planning fees	159,984	298,170	53.66%
Police fees (911, etc)	1,278,643	1,191,284	107.33%
Recreation	953,780	957,329	99.63%
Fines	531,276	478,480	111.03%
Cemetery	142,883	102,695	139.13%
Interest	44,061	41,862	105.25%
Airport	559,817	502,027	111.51%
Transfers	2,700,833	2,476,833	109.04%
Other	170,811	191,882	89.02%
Golf Courses	1,819,262	1,552,179	117.21%
Total General Fund	32,972,640	31,904,751	103.35%
DIXIE CENTER OPERATIONS			
Total Revenues	\$783,453	\$846,928	92.51%
CDBG BLOCK GRANT FUND			
Total Revenues	\$45,476	\$105,860	42.96%
PARK IMPACT FUND			
Total Revenues	\$1,326,140	\$1,317,233	100.68%
STREET IMPACT FUND			
Total Revenues	\$568,716	\$545,007	104.35%
DRAINAGE IMPACT FUND			
Total Revenues	\$242,262	\$220,370	109.93%
FIRE DEPT IMPACT FUND			
Total Revenues	\$138,736	\$116,816	118.76%
POLICE DEPT IMPACT FUND			
Total Revenues	\$63,455	\$56,619	112.07%
WATER UTILITY FUND (w/ impact fees)			
Total Revenues	\$11,546,359	\$11,945,755	96.66%
WASTEWATER COLLECTION (w/impact fees)			
Total Revenues	\$3,527,796	\$3,685,995	95.71%
ELECTRIC UTILITY (w/impact fees)			
Total Revenues	\$39,240,989	\$38,659,695	101.50%
REGIONAL WASTEWATER (w/impact fees)			
Total Revenues	\$3,204,473	\$3,389,412	94.54%
SUNTRAN TRANSIT FUND			
Total Revenues	\$702,856	\$519,902	135.19%
TRANS. IMPROV. FUND			
Total Revenues	\$2,833,471	\$2,644,661	107.14%
REPLMNT AIRPORT FUND			
Total Revenues	\$0	\$0	#DIV/0!

*** General Fund now includes the Golf Courses - FY2014 restated to include Golf Course division

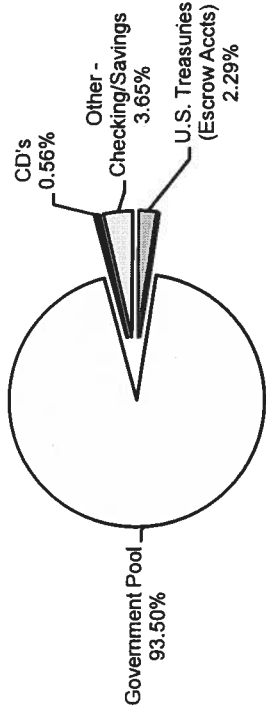
CITY OF ST. GEORGE, UT
MONTHLY COUNCIL REPORT

	ADJUSTED BUDGET	REVENUE	EXPENDITURES	
10 GENERAL FUND (includes Golf Courses)	\$56,023,199	\$32,972,640	\$28,698,111	51.23%
53 & 83 ELECTRIC FUND (includes impact)	\$61,086,936	\$39,240,989	\$29,730,058	48.67%
51 & 81 WATER FUND (includes impact)	\$21,028,650	\$11,546,359	\$10,813,407	51.42%
52 & 82 WASTEWATER COLLECT (includes impact)	\$6,008,318	\$3,527,796	\$3,178,065	52.89%
62 & 86 WASTEWATER TREATMNT (includes impact)	\$5,999,447	\$3,204,473	\$3,435,871	57.27%
32 CDBG BLOCK GRANT FUND	\$510,000	\$45,476	\$310,366	60.86%
84 SALES TAX BOND - CAPITAL PROJ FUND	\$3,543,867	\$156	\$2,871,956	81.04%
30 DIXIE CENTER OPERATIONS	\$1,455,293	\$783,453	\$1,064,348	73.14%
40 CAPITAL EQUIPMENT FUND	\$6,583,767	\$325,170	\$892,383	13.55%
87 PUBLIC WORKS CAPITAL PROJ FUND	\$13,114,142	\$304,155	\$5,249,015	40.03%
88 REPLACEMENT AIRPORT CONST. FUND	\$8,251,984	\$0	\$4,057,739	49.17%
44 PARK IMPACT FUND	\$4,180,196	\$1,326,140	\$1,341,937	32.10%
45 STREET IMPACT FUND	\$2,745,965	\$568,716	\$20,835	0.76%
47 DRAINAGE IMPACT FUND	\$1,767,000	\$242,262	\$569	0.03%
48 FIRE IMPACT FUND	\$4,000	\$138,736	\$569	14.23%
49 POLICE IMPACT FUND	\$77,500	\$63,455	\$44,319	57.19%
64 SUNTRAN TRANSIT FUND	\$ 2,923,472	\$702,856	\$ 1,970,564	67.40%
27 TRANSPORTATION IMPROV FUND	\$ 5,480,000	\$2,833,471	\$ 292,535	5.34%
21 SWITCHPOINT RESOURCE CENTER	\$ 2,433,260	\$0	\$274,763	11.29%

City of St George
DEPOSITS AND INVESTMENTS
12/31/2014

Portfolio Composition	Amount	Percentage
<i>Investments by Type:</i>		
U.S. Treasuries (Escrow Accts)	1,971,884.43	2.29%
Agencies	-	0.00%
Government Pool	80,631,927.65	93.50%
Mutual Funds	-	0.00%
CD's	479,183.19	0.56%
Banker Acceptance	-	0.00%
Repos	-	0.00%
Other - Checking/Savings	3,151,832.42	3.65%
Total	86,234,827.69	100.00%

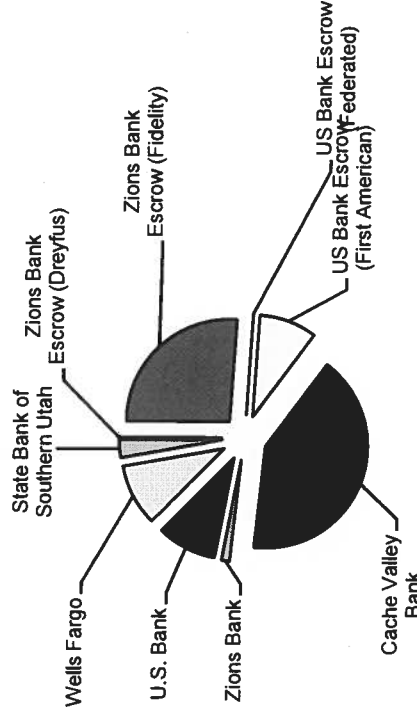
Investments by Type



Investments by Issuer:

UPTIF (State Pool)	80,631,927.65	93.50%
Zions Bank Escrow (Dreyfus)	-	0.00%
Zions Bank Escrow (Fidelity)	1,459,816.17	1.69%
US Bank Escrow (Federated)	0.73	0.00%
US Bank Escrow (First American)	512,067.53	0.59%
Cache Valley Bank	2,326,802.01	2.70%
Zions Bank	72,551.57	0.08%
U.S. Bank	522,230.64	0.61%
Wells Fargo	549,050.75	0.64%
State Bank of Southern Utah	160,380.64	0.19%
Total	86,234,827.69	100.00%

Investments by Issuer (excluding UPTIF 93.5%)



Portfolios Weighted Average Maturity on 12/31/2014 62.22 days

Portfolios Weighted Average Rate on 12/31/2014 0.48%

City of St. George
DEPOSITS AND INVESTMENTS
12/31/2014

Name of Bank	Type of Account	Rate**	Due Date or Maturity	Purchase Date	Face Amount (Bank Balance)	Average Days to Maturity*	Held at or s/k Location	Current Market Value	Investment Type	Issuer	Fund that money or investment is assigned to
Zion's FNB	Money Market	0.1500	12/31/14	12/01/14	72,551.57	1	Zion's	1.00	Other	Zions	General
Wells Fargo Bank	Money Market	0.0100	12/31/14	12/01/14	549,050.75	1	WFB	1.00	Other	WFB	General
U.S. Bank	Checking - Utilities	0.0100	12/31/14	12/01/14	87,198.49	1	US Bank	n/a	Other	USB	General
St. Bank So. Ut.	Public Money Market	0.3000	12/31/14	12/01/14	160,380.64	1	SBSU	n/a	Other	SBSU	General
Cache Valley Bank	T C D	0.4500	03/19/15	03/19/14	479,183.19	Q	CVB	1.00	CD's	Cache Valley	General
Cache Valley Bank	Checking - General	-	12/31/14	12/01/14	1,630,305.69	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Checking - Utilities & Payroll	-	12/31/14	12/01/14	-	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Checking - Other	-	12/31/14	12/01/14	95.67	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Savings	0.3000	12/31/14	12/01/14	217,217.46	1	CVB	n/a	Other	Cache Valley	General
State Treasurer	PTIF - 0167 General Account	0.5071	12/31/14	12/01/14	79,105,584.32	65	UPTIF	1.00	Govt. Pool	UPTIF	General, Water, Elec, Swr, Self Ins
State Treasurer	PTIF - 0983 Performance Bond	0.5071	12/31/14	12/01/14	140,109.93	65	UPTIF	1.00	Govt. Pool	UPTIF	General (Performance Bonds)
State Treasurer	PTIF - 2037 Community Arts	0.5071	12/31/14	12/01/14	15,748.68	65	UPTIF	1.00	Govt. Pool	UPTIF	Arts Commission
State Treasurer	PTIF - 2038 Community Arts Interest	0.5071	12/31/14	12/01/14	70.76	65	UPTIF	1.00	Govt. Pool	UPTIF	Arts Commission
State Treasurer	PTIF - 5033 Retainage	0.5071	12/31/14	12/01/14	164,746.28	65	UPTIF	1.00	Govt. Pool	UPTIF	Various (Retainage Held)
State Treasurer	PTIF - 5178 New PD Task Force Seizure	0.5071	12/31/14	12/01/14	15,556.62	65	UPTIF	1.00	Govt. Pool	UPTIF	General
State Treasurer	PTIF - 5737 Warranty Deposits	0.5071	12/31/14	12/01/14	264,170.21	65	UPTIF	1.00	Govt. Pool	UPTIF	General
U.S. Bank	Sales Tax Revenue Refunding 2009 Bond	0.0200	12/31/14	12/01/14	512,067.47	38	US Bank	1.00	U.S. Treasuries	F.Am. Prime Ob	Sales Tax Bond Fund
U.S. Bank	MBA Lease Rev Bonds 1998	-	12/31/14	12/01/14	0.73	5	US Bank	1.00	U.S. Treasuries	Fed Auto Gov	General
U.S. Bank	Electric Revenue Bonds 2008 Bond	-	12/31/14	12/01/14	-	14	US Bank	1.00	U.S. Treasuries	F.Am. Treas	Electric
U.S. Bank	Electric Revenue Bonds 2005 Bond	0.0100	12/31/14	12/01/14	0.06	43	US Bank	1.00	U.S. Treasuries	F.Am. Gov	Electric
U.S. Bank	Excise Tax Rev Bonds 2009A & B Bond	0.5071	12/31/14	12/01/14	84.56	65	US Bank	1.00	Govt. Pool	UPTIF	General (Airport)
U.S. Bank	Excise Tax Rev Bonds 2009A & B Reserve	0.5071	12/31/14	12/01/14	350,292.25	65	US Bank	1.00	Govt. Pool	UPTIF	General
U.S. Bank	Sales Tax Rev Refunding Ser 2011 Bond	0.0200	12/31/14	12/01/14	435,032.15	1	US Bank	1.00	Other	USB Mmkt	Sales Tax Bond Fund
U.S. Bank	Electric Revenue Refunding Bn 2013 Bond	0.5071	12/31/14	12/01/14	29.00	65	US Bank	1.00	Govt. Pool	UPTIF	Electric
U.S. Bank	Electric Rev Refunding Bonds 2013 COI	0.5071	12/31/14	12/01/14	-	65	US Bank	1.00	Govt. Pool	UPTIF	Electric
U.S. Bank	St George Water Rev Ref 2012 Bond Fund	0.0100	12/31/14	12/01/14	-	38	Zion's	1.00	U.S. Treasuries	Dreyfus	Water
Zion's FNB	St George Water Rev Ref 2012 Bond Fund	0.0100	12/31/14	12/01/14	175,490.92	44	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Water Rev Ref 2013 Bond	0.5071	12/31/14	12/01/14	0.01	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	Water Rev Ref 2013 Bond	0.5071	12/31/14	12/01/14	704,582.34	44	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Excise Tax 2003 Bond	0.5071	12/31/14	12/01/14	-	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	GO Ref Bond, Ser 2010 BF	0.5071	12/31/14	12/01/14	67.63	65	Zion's	1.00	Govt. Pool	UPTIF	Various
Zion's FNB	Franchise Tax 2014 Bond Fund	0.5071	12/31/14	12/01/14	145.93	65	Zion's	1.00	Govt. Pool	UPTIF	Public Works/Capital Projects
Zion's FNB	Franchise Tax 2014 Project Acct	0.5071	12/31/14	12/01/14	-	65	Zion's	1.00	Govt. Pool	UPTIF	Public Works/Capital Projects
Zion's FNB	UWFA Water Rev 2004A Bond	0.5071	12/31/14	12/01/14	-	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	UWFA Sewer 2004A Bond Fund	0.5071	12/31/14	12/01/14	572,999.36	65	Zion's	1.00	Govt. Pool	UPTIF	Wastewater
Zion's FNB	GO Ser 2014 Bond Fund	0.5071	12/31/14	12/01/14	1.11	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	GO Ser 2014 COI	0.5071	12/31/14	12/01/14	2,321.10	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Bond accts - temp SID & misc.	0.5071	12/31/14	12/01/14	-	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Swr Rev 93B Reserve	0.0100	12/31/14	12/01/14	-	38	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	Swr Rev 1993 B Bond	0.0100	12/31/14	12/01/14	-	38	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	St George Water Rev Ref 2011 Bond	0.0100	12/31/14	12/01/14	-	38	Zion's	1.00	U.S. Treasuries	Dreyfus	Water
Zion's FNB	St George Water Rev Ref 2011 Bond	0.0100	12/31/14	12/01/14	579,742.91	44	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Bond accts - temp SID & misc.	0.0100	12/31/14	12/01/14	-	38	Zion's	1.00	U.S. Treasuries	Dreyfus	Various

TOTAL = 86,234,827.69

* Average Days to Maturity updated monthly.

** Interest Rate updated monthly for bond escrow accounts.

DRAFT

Agenda Item Number :

1B

Request For Council Action

Date Submitted 2015-02-02 10:38:06

Applicant Mark Gubler

Quick Title SASO Agreement with Transwest Aero

Subject Request by applicant for approval of a new SASO Agreement at SGU.

Discussion Transwest Aero currently has a Private Hanger Agreement with the City. Transwest Aero has had a SASO Agreement with the City previously which is expired.

Cost \$0.00

City Manager Recommendation Agreement with Mark and Scott Gubler doing business as Transwest Aero for a SASO agreement for their operation at he Airport.

Action Taken

Requested by Cameron Cutler

File Attachments

**Approved by Legal
Department?**

Approved in Budget? Amount:

Additional Comments

DRAFTAgenda Item Number : **2A**

Request For Council Action

Date Submitted 2015-02-12 15:32:11**Applicant** C. Hood**Quick Title** Bid Award**Subject** (2) 2015 F series 1 ton SRW Diesel Vehicles for Energy Services

Discussion On the original bid request for 1 vehicle, we received responses from 2 suppliers. Bid from Larry H. Miller submitted the low bid but because Ken Garff (St. George Ford), as a local was within 5 % of the low bid, he was given the opportunity to match the low bid. He agreed to match the bid amount of \$ 33,944.00 This request for approval is for a 2nd vehicle purchase at the same cost for Energy Services. The total cost now of the 2 vehicles is \$ 67,888.00

Cost \$33,944.00 X 2

City Manager Recommendation Recommend approval. These items are included in the current budget and our local business has matched the low bid.

Action Taken**Requested by** Courtney Stephens**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:**

Additional Comments This is just to request approval as the amount (for the 2) now exceeds the \$50,000 City Council approval policy The amount of the purchase is still within the approved budget amount for this additional expenditure

DRAFTAgenda Item Number : **2B**

Request For Council Action

Date Submitted 2015-02-11 08:25:18**Applicant** Water Services Dept**Quick Title** Centrifuge #1 & #2 Control Panels**Subject** Consider Approval of the Purchase of New Control Panels for Centrifuge #1 and #2 at the WWTP**Discussion** The control panels for centrifuge #1 and #2 need to be replaced and upgraded in preparation for the re-build and upgrade to the centrifuges. The control panels will be supplied by Andritz Separation, which is a sole proprietor for the equipment.**Cost** \$\$139,794.00**City Manager Recommendation** Recommend approval of this sole source supplier.**Action Taken****Requested by** Scott Taylor**File Attachments** [StGeorge Final Upgrade Proposal 050714 ELECTRICAL.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [StGeorge Final Upgrade Proposal 050714 ELECTRICAL.pdf](#)

QUOTATION

To: Bowen Collins and Associates Inc.
Attention: Michael Chandler, P.E.
E-Mail: mchandler@bowencollins.com
Date: May 7, 2014
Our Quote #: AM-St.George-02

Reference: St. George Utah WWTP Centrifuge Control System Upgrade for No.1 & No.2

ANDRITZ Separation Inc. appreciates the opportunity to submit this proposal for the supply of the centrifuge No.1 and No.2 control system upgrade for the St. George WWTP. This proposal package provides details of pricing and scope of supply regarding the proposed ANDRITZ equipment.

The existing control components for centrifuge no.1 and no.2 are becoming outdated and harder to support. The proposed components are the current generation of automation products available. The automation and control components offered are the same components and communication structure as supplied with the new centrifuge no.3 recently purchased. This upgrade will make all three centrifuge units uniform in their control, operation, automation components, program, and communication.

Shipment of components can be made within 8 weeks after receipt of approved order. Our terms are net thirty days. Prices are quoted FOB Arlington, Texas subject to acceptance within 30 days and the attached Terms & Conditions.

Please contact myself or your local area Sales Manager, Brian Lent at (925) 336-7515 should you have any questions.

We appreciate the opportunity to quote. Please let us know if we can provide any additional information.

Sincerely,
ANDRITZ Separation Inc.

Jeff Congleton
Service Automation Specialist
Jeff.congleton@andritz.com
817-419-1753

Proposal
For
St. George WWTP
Controls Upgrade for 2- CP3074 Centrifuges
May 7, 2014

A. Design Criteria:

The existing CP3074's power and control system consists of major components that are candidates for upgrading; some upgrades are needed for replacing components that have become obsolete, and some components for system improvements. All the listed upgrades will improve operation, plant wide communication, control, reduce power consumption, and reduce maintenance: The conversion of centrifuge unit no.1 & no.2 automation and control system will match the components and functionality as supplied with new centrifuge unit no.3.

Item 1: Centrifuge Starter Panel (Main Drive VFD Upgrade)

The existing Wye-Delta starter system will be replaced with 200hp VFD that will provide reduced starting current, bowl speed adjustment, and additional programming will be incorporated into the PLC system for automatic Clean in Place (CIP) operation. The existing main motors can be used with the VFD. The existing control panels and components besides Wye-Delta starter will be maintained.

ANDRITZ will provide components to be installed in the existing Centrifuge Starter Panel located in the MCC room including door mounted cooling fans, filters, and VFD HIM module.

The option for stand-alone NEMA12 VFD wall mounted units for externally mounting next to the existing starter panels is included for consideration.

Redlined demolition panel drawings and schematics will be provided showing required removal of existing components and wiring, and installation of new components and wiring.

Item 2: Centrifuge Operator Panel (OIT, Hydraulic Drive Controller Card, PLC system Upgrade)

The existing OIT will be replaced with new version OIT and programmed with the latest application software and match centrifuge no.3 operating system.

The existing speed transmitter PLC and Rexroth hydraulic controller card will be replaced with newer hydraulic controller card that incorporates both the existing speed pickups and control of hydraulic valve for backdrive speed control and provides for Ethernet communication with PLC system.

The existing PLC system will be replaced with newer version with Ethernet communication capability. This will require Cat 5 Ethernet communication cables to be provided by the customer between the centrifuge starter panel, the centrifuge operator panel and the customers PLC system. Redlined demolition panel drawings and schematics will be provided showing required removal of existing components and wiring, and installation of new components and wiring.

ANDRITZ will supply components, engineering demolition drawings, As Built drawings, documentation, instructions, programming of the PLC and OIT system, and onsite time for coordination meeting with installing contractor, system integrator, functional testing of system, commissioning and start-up for both centrifuge no.1 & no.2.

The control and operating strategy will incorporate the latest programming features to provide ease of operation with self-correcting algorithms, safety interlocks, early warning alarms, shutdown alarms, trending, alarm history and remote monitoring and control capability. The programming and operation for centrifuge unit no.1 and no.2 will be the same as supplied for centrifuge no.3.

The customer will be responsible for on-site work internally or use of licensed electrical contractor for demolition and installation and wiring of new components based on ANDRITZ provided instructions and documentation.

Equipment furnished and installed per this proposal shall be fabricated, assembled, erected and placed in proper operating condition in full conformity with the drawings, specification, engineering data, instructions and recommendations of Andritz Separation Inc. and best contractor practices following local codes and requirements.

B. Major Scope of Supply:**1. Components**

- **Item 1A: Main Drive VFD Upgrade (Option 1 supply of components)**
 - AB Powerflex 755 VFD's, 200HP 480VAC power, with Ethernet communication
 - MTE Line Reactor 200HP 480VAC 5% impedance
 - Bussman VFD power fuses and fuse holder
 - Pfannenberger fan and filter system
- **Item 1B: Main Drive VFD Upgrade (Option 2 supply VFD Panel complete)**
 - Hoffman or equal NEMA 12 Wall mount enclosure, approximately 52"x24"x19"
 - AB Fused disconnect with thru door operator
 - AB Powerflex 755 VFD's, 200HP 480VAC power, with Ethernet communication
 - MTE Line Reactor 200HP 480VAC 5% impedance
 - Pfannenberger fan and filter system
- **Item 2: Centrifuge Operator Panel**
 - AB Panelview Plus, 2711P, 10" color touchscreen
 - Viscotherm MAI 114 Hydraulic Controller Card w / Ethernet com.
 - AB CompactLogix PLC, L24ER CPU, with Ethernet communication, required I/O and power supply

2. Site Work

ANDRITZ will provide Service Engineer for coordination meeting with contractor and system integrator to review installation, and program tag coordination for ancillary equipment controls and Plant PLC system. Two (2) days, One (1) trip included.

ANDRITZ will provide Service Engineer for functional testing, commissioning, start-up and training. Four (4) days per centrifuge, Two (2) trips included

Additional time required due to delays outside of ANDRITZ control or request for additional programming will be charged per the attached Service Rate Sheet.

3. Engineering services provided

- Electrical drawings – Revised panel layout, schematics, point to point wiring.
- Bill of Material of new components
- Updated Annotated PLC code and OIT application code.
- Drive Parameter settings.
- Operating and maintenance manuals for new components.
- All documentation and programs to be provided in hard copy and electronic format.

4. Spares

- Not Applicable.

5. Software

- Not Applicable.

6. Shipping

- Shipping of components to site is included, off loading and storage is by customer.

7. Warranty

- Warranty of supplied components is per the attached Terms and Conditions attached.

C. *ANDRITZ Pricing Summary:*

Centrifuge Upgrade No.1 & No.2, (VFD Option 1).....\$134,979.00 Total

Centrifuge Upgrade No.1 & No.2, (VFD Option 2).....\$139,794.00 Total

D. *Terms of Payment:*

Payment shall be 30 days net, after delivery:

E. *Commercial Conditions:*

This price proposal is based on the attached ANDRITZ Separation Inc. "Standard Terms and Conditions of Sale".

The quoted price does not include any local, state or federal taxes, permits or other fees. Any taxes or fees that may apply must be added to the quoted price and paid by the buyer.

The proposed price will remain valid for 60 days.

**F. *Scope Not Included in ANDRITZ Price:*
*(To be provided by others)***

- Disposal of obsolete equipment
- Field wiring modifications outside of centrifuge control panel
- Civil and structural engineering work including preparation of foundations, platforms, and channels
- Building modifications
- All utilities required for operation
- Cranes or other lifting devices
- Unloading at site and on site storage if required
- Components and other instructions not specified in our scope of supply

G. Additional Information:

- The components will be shipped to customer site. Customer to provide off loading and temporary storage.
- Delivery
 - ⇒ Submittals = 6 weeks from receipt of accepted Purchase Order.
 - ⇒ Components = 12 weeks from receipt of accepted Purchase Order.
 - ⇒ Service Engineer requires 3 week notice before work commencement.

H. Terms and Conditions:

Per Terms and Conditions attached

ANDRITZ SEPARATION INC. STANDARD TERMS AND CONDITIONS OF SALE AND/OR SERVICE

1. TERMS APPLICABLE

The Terms and Conditions of Sale listed below are the exclusive terms and conditions applicable to quotations made and orders acknowledged by ANDRITZ Separation Inc. or the applicable ANDRITZ entity supplying the same ("Seller") for the sales of products, equipment, parts and services relating thereto ("Products" and "Services"). If this quotation or acknowledgment contains terms additional to or different from those offered by Buyer, then any acceptance by Seller is expressly made conditional upon Buyer's assent to such additional or different terms. Any of Buyer's terms and conditions that are in addition to or different from those contained herein, which are not separately agreed to by Seller in writing, are hereby objected to and shall be of no effect. The term "this Agreement" as used herein means this quotation or acknowledgment or purchase order, together with any attachment hereto, any documents expressly incorporated by reference, and these Terms and Conditions of Sale and/or Service.

2. DELIVERY

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

3. WARRANTY

(a) In the case of the purchase of NEW EQUIPMENT the Seller warrants to Buyer that the NEW EQUIPMENT manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the NEW EQUIPMENT to Buyer and shall expire on the earlier to occur of 12 months from initial operation of the NEW EQUIPMENT and 18 months from delivery thereof (the "Warranty Period").

(b) In the case of PARTS or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the PARTS or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the PARTS or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(c) If during the Warranty Period Buyer discovers a defect in material or workmanship and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations under paragraph 3(a) or (b), as applicable; (i) if the Products have not been operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(d) In the case of SERVICES, Seller warrants to Buyer that the SERVICES performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the SERVICES, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(e) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(f) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(g) The remedies provided in paragraphs 3(a), 3(b), 3(c), 3(d), and 3(e) are Buyer's exclusive remedy for breach of warranty.

(h) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

4. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable to Buyer or any third party for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach thereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price.

(c) The limitations and exclusions of liability set forth in this paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach thereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems which is not required pursuant to the contract, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

5. CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without invalidating the contract, may make changes by altering, adding to or deducting from the general scope of the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery terms. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. If, after the date of this quotation or acknowledgment, new or revised governmental requirements should require a change in the Products, the change will be subject to this paragraph 5.

6. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

7. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

8. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

9. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against any suit or proceeding brought against Buyer to the extent based on a claim that any Product, or any part thereof, infringes any United States device patent; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such suit or proceeding; (ii) Seller shall satisfy any judgment for damages entered against Buyer in such suit; and (iii) if such judgment enjoins Buyer from using any product or a part thereof, then Seller shall, at its option: (a) obtain for Buyer the right to continue using such Product or part, (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price which Seller has received, in which case neither Buyer nor Seller will have any claim against the other under this Agreement or arising out of the subject matter of this Agreement. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

10. SITE RISKS

(a) Concealed Conditions. The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs and grant any necessary schedule extensions if any concealed or hazardous conditions are found.

(b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

11. TERMINATION

Buyer may only terminate its order upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit provided, that in no event shall Seller's termination charges be less than 25% of the contract price. Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

12. CONFIDENTIALITY

Buyer acknowledges that the information which Seller submits to Buyer in connection with this quotation, acknowledgment or performance of this Agreement includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, perpetual license to use Seller's confidential and proprietary information for purposes of this specific order and the Products that are the subject hereof only. Buyer further agrees not to permit any third party to fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this specific order. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys fees). All copies of Seller's drawings shall remain Seller's property and may be reclaimed by Seller at any time.

13. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

14. FORCE MAJEURE

(a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all unforeseeable events, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

(b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

(c) Option to Terminate. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than six (6) months in any twelve (12) month period, then either Buyer or Seller may terminate this Agreement.

15. INDEMNIFICATION AND INSURANCE

(a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or physical property damage ("Loss") arising in connection with the goods provided by Seller hereunder or the Services performed by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(b) Insurance. Seller shall maintain commercial general liability insurance with limits of not less than \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of not less than \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

16. GENERAL

(a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein.

(d) This Agreement (including these standard terms and conditions of sale) may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition thereof.

(e) (i) If the Products or Services are delivered or performed in the United States, this Agreement and the performance thereof will be governed by and construed according to the laws of the State of Georgia.

(f) In the circumstances of (f) above, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry

Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within forty-five (45) days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within thirty (30) days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules.

(f) (i) If the Products or Services are delivered or performed in Canada, this Agreement and the performance thereof will be governed by and construed according to the laws of the Province of New Brunswick.

(ii) In the circumstances of (i) above, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within forty-five (45) days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within thirty (30) days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.

(g) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

Jan 2012 Rev.

DRAFTAgenda Item Number : **2C**

Request For Council Action

Date Submitted 2015-02-11 08:16:56**Applicant** Water Services Dept**Quick Title** 12 inch Irrigation Line Crossing Project**Subject** Consider Approval of a Bid Opening for the 12" Irrigation Line Crossing**Discussion** The 12" Irrigation Line Crossing Project as bid. There were three bids submitted. The bids ranged from \$44,200 to \$34,944.24, with Desert Hills Construction being the low bidder.**Cost** \$34,944.24**City Manager Recommendation** Damage done along the Ft Pearce wash. Recommend approval.**Action Taken****Requested by** Scott Taylor**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

DRAFTAgenda Item Number : **2D**

Request For Council Action

Date Submitted 2015-02-11 08:34:23**Applicant** Jeff Peay - Park Planning Manager**Quick Title** Bid Award - Playground Equipment**Subject** All Abilities Park - Playground Equipment Order

Discussion We are seeking approval to accept a sole source quote for 10 pieces of specialized playground equipment for the All Abilities Park. Sonntag Recreation who represents Landscape Structures Inc. provided the quote. Prior to the quote All Abilities Consultant Shaneâ€™s Inspiration and City staff have done extensive research on identified specific play equipment that is required for the park. Many of the specialized playground equipment pieces are not available from other suppliers or havenâ€™t been developed to the same standard as those provided by Landscape Structures Inc. The Sonntag Recreation quote includes 10 playground pieces and totals \$87,954.00 including shipping. We are hoping to preorder this equipment in an effort to reduce manufacturing and delivery delays on this equipment and to keep the project on schedule.

Cost \$87,954

City Manager Recommendation Recommend approval. Staff has done a great job analyzing this complicated project and I have total confidence in their recommendation. Things are getting exciting as we near completion of this tremendous project that will benefit the lives of special needs residents for years to come.

Action Taken**Requested by** Jeff Peay - Park Pla**File Attachments** [StGeorge5-5-TL1-10-15.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:**

Additional Comments Due to manufacturing lead times it was necessary to preorder this equipment to help expedite the completion of the project. This cost does not include installation of the equipment or footings. These costs will be included in a future bid package. This will be the first of a series of specialized play equipment orders required to complete the project.

Attachments [StGeorge5-5-TL1-10-15.pdf](#)



Sonntag
Recreation, LLC

QUOTE

Sonntag Recreation

4245 Panorama Cir, Salt Lake City, UT 84124
Phone 801-278-9797 Fax 801-278-9794
chris@sonntagrec.com

QUOTE # 000
DATE: JANUARY 11, 2015

EXPIRATION DATE 12/31/14

TO City of St George

SALESPERSON	JOB	PAYMENT TERMS	LEAD TIME
Chris		Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Peak Rock Climber, 160418A		\$4,831.00
1	Pinnacle Rock Climber, 156065A		15,998.00
1	Pointe Rock Climber, 156067A		8,951.00
1	Stepper Rock Climber, 160419A		2,413.00
1	Sway Fun with 12' ramp, 177140B		19,528.00
1	OmniSpin Spinner, 173591A		6,137.00
1	We-Saw, 186490A		7,961.00
1	Zip Krooz, 34' long, 195507A		8,693.00
1	Arch Swing, 3 bay, 17733A-3		5,496.00
1	Oodle Swing, 173592A		4,346.00
NOTE: FREIGHT IS FOR SHIPPING TOGETHER IN A TRUCKLOAD			
SUBTOTAL			\$84354.00
FREIGHT			3,600.00
TOTAL			\$87,954.00

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

DRAFT

Agenda Item Number :

2E

Request For Council Action

Date Submitted 2015-02-09 16:29:14**Applicant** Jeff Peay - Park Planning Manager**Quick Title** Bid Award - Shade Shelter/Train Depot Structure**Subject** All Abilities Park - Shade Shelter/Train Depot Structure

Discussion Bids were received on the 9th February 2015 for supply of the Shade Shelter/Train Depot structure associated with the All Abilities Park Project. The engineered steel shelter includes a 24' x 102' corrugated roof structure with a two story tower. The bids also included structural engineering and shipping costs. The city received three qualifying bids for the shelter supply with Sonntag Recreation being the low bid at \$114,179.00. Big T Recreation was the next lowest at \$119,893.25. We are seeking approval to accept the low bid by Sonntag Recreation for a total shelter supply (including engineering, and delivery costs) of \$114,179.00.

Cost \$114,179.00

City Manager Recommendation Recommend approval of this part of the All Abilities park amenities. This structure can serve as a shade structure as well as a depot for the train. Low bid is Sonntag Recreation.

Action Taken**Requested by** Jeff Peay - Park Pla**File Attachments** [COST ESTIMATE - All Abilities Park Train Depot Structure.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:**

Additional Comments Due to manufacturing lead times it was necessary to preorder the structure to help expedite the completion of the project. This cost does not include installation of the shelter, footings, concrete pad, or handrails. These costs will be included in a future bid package.

Attachments [COST ESTIMATE - All Abilities Park Train Depot Structure.pdf](#)

ALL ABILITIES PARK

ALL ABILITIES PARK - TRAIN DEPOT STRUCTURE ONLY					Running Totals		Manufacturer/Supplier	NOTES
Sonntag Recreation								
1	Train Depot 24'8" x 102'2" Custom Mesa	LS	1	106,999	106,999		Classic Recreation	Estimate #15015 2/9/15 CRS WARRANTY: Structure 10 years Steel Roof Finish 30 years Powder Coat Paint 5 years
	Corrugated roof, 6:12 roof pitch, 8'3" eave height Wood fascia 14 Columns Surface mount TGIC poly powder coat w/ zinc rich primer 12" diameter double cluster columns w/ rope like bands	2 story tower (enclosed by others) 3 ea. Awnings Exit, enter & tickets signs Rain gutters w/ 14 down spouts (24) 6x4 Rafter Tails on 2nd Story Building						
2	2 pitched roof, 13'4" x 13'4"	EA	1	1,800	1,800		Classic Recreation	
3	2 Structural Calculations for Custom Mesa	LS	1	5,380	5,380		Classic Recreation	
	Freight			\$	114,179	\$	114,179	LOW BID
TOTAL								
Play Space Designs								
1	Train Depot 28' x 100' w/SQR15	LS	1	148,931	148,931	*State Contract	Poligon Park Arch.	Estimate CQ#96646 Rev. 2/09/15 Poligon WARRANTY: Poli-5000 10 years Fluropon Printcoat Roof 20 years PorterSIPS 20 years
	Engineered for IBC 2012, 21# PSF ground load, 115 MPH wind Poli5000 coating system w/ 10 yr. warranty Anchor bolts Powder coated hardware Mega-Rib roofing Gutter & downspouts as shown on drawing Custom railing	Custom joist ornamentation on SQR15 overhead Electrical access with four cutouts 10" round columns Custom laser cut signage Framework & T&G for awning to hold thatching Tongue & Groove rook deck on SQR15 Engineering included at no charge						
2	Freight	LS	1	11,900	11,900		Poligon Park Arch.	
	TOTAL			\$	160,831	\$	160,831	
Big T Recreation								
1	Train Depot 24.5' x 102' Custom Hip Pavilion Shelter	LS	1	109,393	109,393		ICON Shelter System	Estimate #4874 2/9/15 ICON WARRANTY: Structure 10 years Metal Roof - warranty by Metal Finisher Powder Coat Paint 10 years
	2x6 Tongue & Groove Roof Deck 24 ga Standing Seam Metal Room over T&G Installed to Field Cut all Roof Angles 4:12 Roof Slope All Steel Framed 12" Round Columns	Anchor Bolts & Templates included E-Coat/Powdercoat Engineering 2 Calculation Books 4 Sets of Drawings Includes Foundation Design						
2	Freight	LS	1	10,500	10,500		ICON Shelter System	
	TOTAL			\$	119,893	\$	119,893	

DRAFTAgenda Item Number : **2F**

Request For Council Action

Date Submitted 2015-02-12 17:06:16**Applicant** Kent Perkins**Quick Title** All Abilities Train - Bid Award**Subject** Requesting council to award a bid for the train at the all abilities park.

Discussion The all abilities park includes a 2,722 foot long 24 gauge railroad track upon which will run a C.P. Huntington style diesel locomotive with 3 coaches. It is our goal to open the all abilities park in mid/late summer and we'd like to have all elements constructed at that time. Because of the long lead (12 weeks) needed to construct and ship the time, we are requesting approval to order the train at this time. The price for the train that we are recommending is \$349,550. We have undertaken a fundraising program and have generated about \$200,000 to date. We are hopeful that we can generate the remaining sum in the next few weeks. One alternative at this time would be to borrow the difference from another City fund and to repay that loan using \$25,000 from the St. George Marathon Legacy Fund and \$15,000 from the yearly Exchange Club donation. Additionally, our research shows that the ticket sales from operating the train should pay for all operation expenses, with excess revenue which could be used to repay the loan. This bid does not include the estimated \$170,000 for the installation of the track. We are requesting approval to buy the diesel locomotive and 3 coaches (2 of which are wheelchair accessible) at a base cost of \$349,550 from Chance Rides. We are also asking that we approve an additional \$13,200 for amplifier, microphone and speakers, extended warranty and spare parts.

Cost \$365,150

City Manager Recommendation Recommend approval as the train was the number request from the groups involved in the park design. I also believe that given the money raised so far and the commitment of future funds from the Exchange Club and the Marathon legacy fund plus the anticipated surplus from ticket sales we will be able to cover this cost.

Action Taken**Requested by** Kent Perkins**File Attachments****Approved by Legal
Department?****Approved in Budget? Amount:**

Additional Comments We received 3 bids, Katiland for \$158,000, Severnlamb for \$486,000 and Chance Rides for \$349,550. In our research we discovered that the low bidder is currently involved in at least one lawsuit which raises a red flag regarding Katiland's ability to provide a quality product. Therefore, we suggest that council approves the second low bidder, Chance Rides, who has produced 400+trains for over 53 years for zoos and amusement parks across the United States.

All Abilities Park Train Estimates



CHANCE RIDES

KATILAND

SEVERN LAMB

Qty		<u>New</u>		<u>New</u>		<u>New</u> <u>Used</u>	
1	Locomotive - Gas Engine	\$	181,500.00	\$	98,000.00	\$	295,000.00
	Diesel Upgrade	\$	3,600.00				\$ 199,950.00
	Propane Upgrade	\$	3,100.00				(see above)
	Electric Upgrade					\$	350,000.00
	Refurbish Fee						\$ 20,000.00
	Repaint Fee						\$ 11,000.00
1	Coach Car (each)	\$	49,750.00	\$	20,000.00	\$	57,000.00 (included w/engine)
2	Coach Car w/no ramp handicap pkg (each)	\$	54,050.00				
	SUB TOTAL FOR 3 COACHES	\$	157,850.00	\$	60,000.00	\$	171,000.00 (included w/engine)
	SUB TOTAL - Gasoline	\$	339,350.00	\$	158,000.00	\$	466,000.00
	SUB TOTAL - Diesel	\$	342,950.00				\$ 230,950.00
	SUB TOTAL - Propane	\$	342,450.00				
	SUB TOTAL - Electric					\$	521,000.00
	Shipping	\$	6,600.00			\$	20,000.00 \$ 26,000.00
	ESTIMATED TOTAL - Gasoline	\$	345,950.00	\$	158,000.00	\$	486,000.00
	ESTIMATED TOTAL - Diesel	\$	349,550.00				\$ 256,950.00
	ESTIMATED TOTAL - Propane	\$	349,050.00				
	ESTIMATED TOTAL - Electric					\$	541,000.00
POSSIBLE UPGRADES:							
	amp/mic	\$	1,500.00				
	speakers (each coach)	\$	1,200.00				
	chrome upgrade	\$	2,000.00				
	wheel lube kit (per unit)	\$	1,200.00				
	online diagnostics	\$	700.00				
	1yr ext. warranty/spare parts & shipping	\$	10,500.00				
	Valet Service/polishing						\$ 4,000.00
		\$	365,150.00				

Diesel w/Upgrades shown in green

https://www.chancerides.com/people movers/cphuntington_train.html

<http://www.katilandtrains.com/>

<http://severn-lamb.com/>

Bad Review:

http://www.nola.com/living/index.ssf/2013/08/the_latest_little_city_park_tr.html

DRAFTAgenda Item Number : **2G**

Request For Council Action

Date Submitted 2015-02-10 15:50:43**Applicant** Gary Sanders**Quick Title** Electric Theater Seating**Subject** Period Seating for the Electric Theater

Discussion Quotes for period seating were received from 3 seating manufacturers. A spreadsheet of the quotes/bids are attached as well as the individual quotes. Reference checks as follows: Responses to reference inquiries. Quantity Date Installed Project Name, Description and Contact 99 12/2010 Mint Theater. Symphony Seats with Custom Wood Ends. Jen Soloway, jsoloway@minttheater.org, 212-315-9434. Permanent installation Patrons are happy with the seats Durable fabric No issues with the mechanics or wooden chair bottoms No problems with the seats even during set building or tech set-up / rehearsals 775 10/2011 UW-Milwaukee, Peck School of the Arts, Helen Bader Concert Hall. Symphony Seats with Custom Wood Ends. Randall Trumbull-Hoper, rgholper@uwm.edu, 414-229-2445. Very good seat " holding up well One problem " more climate related " the solid oak end panels didn't adjust well from the warm to the cold climate change and "popped/cracked". Again, more climate related than quality. Davis quickly responded and remedied with no charge. No issues with the wood bottom on the seat Biggest problem is students "banging" instruments into the wood end panels while moving them through the aisles. Very happy with the chair " used Davis in another facility, despite state contract with another provider. 600 09/2012 Cocoa Village Playhouse. Symphony Seats with Wild Rose Cast Ends. Ian Cook, ian@cocoavillageplayhouse.com, 321-636-5050. (talked with Judy in the box office) Seats are beautiful " patrons like and are comfortable " Still look good. Having some of the seats redone/reupholstered due to fabric failure " may be related to extra padding they put into the seat. No issues with the mechanics of the seats or the wooden seat bottom. Davis's response to fabric issue: "One thing that I feel as though I should mention is that at the Cocoa Village Playhouse the Owner selected a fabric from another manufacturer's recommendation and as of last Summer they had experienced failures in that fabric material. The fabric vendor didn't take full responsibility for that material failure, which didn't exactly sit well with the Owner, and understandably so. Anyhow, to satisfy the client, we are all pitching in to correct the issue so that there is very minimal cost to the Playhouse despite the fact that it was caused by no fault of Davis Furniture Co. I feel obligated to mention this for a couple of reasons. First of all, as a guide to you for your project that it is highly recommended that you select a fabric from our standard offering (because of this project we have a special waiver form if the fabric deviates from our standards). Also, to give you a heads up about it as this issue has nothing to do with the quality of the seating itself, should it be mentioned. " Davis is adding additional

backing to the original manufacturer's fabric in order to have it perform as expected. Bob Stover " October 2012 "Playhouse renovation boosts its appeal": "Last Sunday night, I strolled into the renovated Cocoa Village Playhouse and plopped down into one of the new cushioned seats. "Aaaaa," was the immediate audible response, reflecting great satisfaction with the comfortable seating. Others around me nodded and expressed similar pleasure at the comfort level. They were there to christen the reopening of the theater after an extensive, months long renovation that improved just about every physical aspect of the Playhouse, including the dressing areas, band shell and auditorium, and featured the addition of a huge chandelier. The aesthetic value is dazzling and very welcome. But the seats may be the most appreciated, several folks agreed, especially considering the advanced age of many of the customers who patronize the shows."

Cost \$87,504.48

City Manager Recommendation Recommend approval.

Action Taken

Requested by

File Attachments [150114 Bid Comparison.docx](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments

Attachments [150114 Bid Comparison.docx](#)

Electric Theater – 288 Seats
Historic/Period Seat – Base Cost Comparison

Manufacturer	Price each	Total	Installation	Number/Letter Plate	Total
Davis Furniture Company	272.96	78,216.48	25.00 per seat	6.00 per seat	87,540.48
American Seating	283.84	81,745.92	38.50 per seat	included in base price	92,833.92
Irwin Seating	340.20	96,256.00	included in base	4.01	99,132.48

Note: manufacturers were relayed the following – “We realize that the price may change depending on the fabric selection, installation, numbering, etc. – please quote a mid-range fabric. Also, please provide shipping and installation costs.” The final seat cost will be determined by fabric selection after finalization of color scheme in the theater in relation to the Main Drape on the stage.



www.davispews.com

(715) 284-9733
(800) 584-9733
Fax: (715)-284-3024

Electric Theatre
St. George, UT
Symphony #4 Theatre Seats
\$78,612.48

Symphony Theatre Seat

\$272.96/Seat

Seat: 4" Thick Upholstered Seat over 5-No Sag Serpentine Springs with Steel or Red Oak Veneer Wood Insert Seat Pan

Seat Rising Mechanism: Gravity Lift Mechanism*

Back: 32-1/2" High 2" Thick Min. Back Rest with Red Oak Wood Veneer Back with Red Oak Wood Reveal on Front Side

Armrests: Scrolled Solid Northern Red Oak Wood Armrests, Style of Customers Choice

Aisle End: Wild Rose Cast Aluminum Aisle Ends

Standards: 14-gauge Steel Standards to Match Polypropylene with Bolt Cover Caps

Delivery: Included

Taxes: Bid does not include any applicable taxes.

*Gravity lift mechanism requires no maintenance and has no springs to fail over time.

Options:

Installation

Add: \$25.00/Seat

Includes unloading truck, layout, drilling, sorting parts, assembly, installation and clean up. Based on open wages, not including prevailing wages or union wages. Does not include dumpster for disposal of packaging materials.

Number/Letter Plates:

Add: \$6.00/seat

One seat number per seat, one row letter per aisle end in the owner's choice of style



Terms:

*Payment: 50% Upon Contracting / Balance Upon Delivery



www.davisseating.com

(715) 284-9733
(800) 584-9733
Fax: (715)-284-3024

Electric Theatre St. George, UT

288 Lumiere Theater Seats \$48,182.40

Lumiere Seat

\$167.30/Seat

Seat: 4" Thick Upholstered Seat over 5-No Sag Serpentine Springs with Plastic Seat Pan

Seat Rising Mechanism: Gravity Lift Mechanism*

Back: 32-1/2" High 2" Thick Min. Lumbar Supporting Back Rest and Upholstered Pleats with Molded Polypropylene Outer Back

Armrests: Scrolled Solid Northern Red Oak Wood Armrests, Style of Customers Choice

Aisle End: Wild Rose Cast Aluminum Aisle Ends

Standards: 14-gauge Steel Standards to Match Polypropylene

Delivery: Included

Taxes: Bid does not include any applicable taxes.

*Gravity lift mechanism requires no maintenance and has no springs to fail over time.

Options:

Installation:

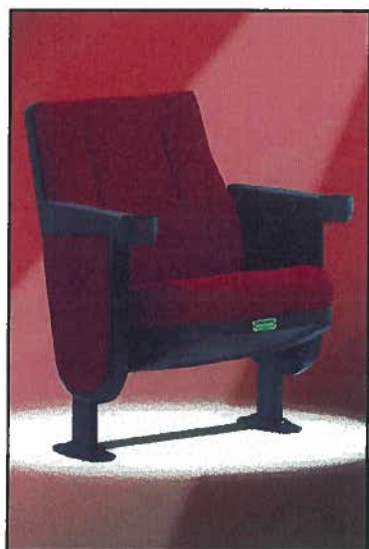
Add: \$25.00/Seat

Includes unloading truck, transport to the balcony, layout, drilling, sorting parts, assembly, installation and clean up. Based on open wages, not prevailing wages or union wages. Does not include dumpster for disposal of packaging materials

Number/Letter Plates:

Add: \$6.00/seat

One seat number per seat, one row letter per aisle end in the owner's choice of style



Terms:

*Payment: 50% Upon Contracting / Balance Upon Delivery

QUOTATION

Quote #: 107257-1

Theater

ATTN: Gary Sanders

Created 12/21/2014

Revised 12/22/2014



Mike Joseph

President

mike@mjdirections.com

Phone: 303/884/5354

Cell: 303/884/5354

American Seating is pleased to present the enclosed quotation.

The following items are included:

- Detailed PO requirements
 - Quote Summary
 - Itemized Quote
 - Product options that must be determined exist and must be selected.
- Please contact your Representative for assistance with specifications.



The pictures presented within may not directly reflect the selections provided in the quote details. See your American Seating Sales representative for further details.

QUOTATION

Quote #: 107257-1

CREATED: 12/21/2014

Created By: Mike Joseph



Fixed Seating

Line	SKU	Product	Qty
1	5H1C02	Stellar 206VR Ends : 48 End Standard : #134 Victorian Style Cast Iron End Standards with Wood Armrests Upholstery Fabric : Grade 4 Seat Bottom : Steel Seat Foam : 2" FSC/NAUF Certified Back : No FSC/NAUF Certified Armrests : No	288
2		Aluminum Number/Letter Plate Type : Brass Tone	288
3	MISC	Miscellaneous Charge Description : Custom Stain on Wood Back and Arms	1

	Per Chair	Total
Subtotal	\$283.84	\$81,745.92
Installation	\$38.50	\$11,088.00
Sales Tax	\$0.00	\$0.00
Bonds	\$0.00	\$0.00
Total	\$322.34	\$92,833.92

All prices are in USD

QUOTATION

Quote #: 107257-1



Created:

12/21/2014

Revised:

12/22/2014

Requested Delivery Date:

8/14/2015

End User

City of St. George

Ship To:

St. George , UT 84121

You can send your completed purchase order to:

American Seating Company
401 American Seating Ctr NW
Grand Rapids, MI 49504
Email: orders@amseco.com

Quote Terms and Conditions

1. Quote is valid for 60 days from the date issued and is based on the information contained within this quote.
2. Standard terms and conditions (including payment terms) apply unless otherwise noted and approved in writing.
3. Standard payment terms are 25% down with order, 50% payment before shipment and 25% payment after usable installation. Credit department approval required.
4. Pricing does not constitute approval of project lead times.
5. Project lead time is based on notice of award, receipt of all approved color, fabric, finish and submittal details, as well as complete field dimensions.
6. Pricing does NOT INCLUDE LIQUIDATED DAMAGES CAUSED BY OTHERS.
7. Pricing includes delivery to any point within the 48 contiguous United States.
8. Pricing or manufacturing lead times may be adjusted based on events outside of American Seating's reasonable control.
9. American Seating's standard product warranty (attached) is applicable to this quotation unless otherwise approved in writing by an officer of the Company.
10. Pricing is based on shipment by October 1, 2015 or sooner and may vary if shipping date and/or product requirements change.
11. Installation is included using open shop labor rates.
12. Tax is not included.
13. Performance/Payment/Labor bonds are not included and will be added if applicable.



Terms and Conditions

Architectural Product Warranty

Effective Date: March 1, 2013

American Seating provides the following warranty to the original purchaser of new American Seating products sold in North America, when products continue to be owned by the original purchaser. The warranty period begins the date of product invoice, continues for the applicable time period set forth below, and is strictly governed by and subject to the terms and conditions set forth below.

WARRANTY: In the event there is a defect in the material, in the installation (in the event installation is controlled by American Seating), and/or in the workmanship of the American Seating product (or component thereof) which causes failure of the product within the applicable time period and provided notification of this defect is given to American Seating in writing at the address set forth below prior to the expiration of the applicable time period; American Seating, in its sole discretion, will either repair or replace the defective product (or defective component thereof) with a comparable product (or component thereof), or will provide a refund of the purchase price of the defective product (or defective component thereof) prorated over the warranty period. In the event of repair or replacement, the warranty includes labor, materials, and freight for the first year of the warranty and materials and freight thereafter. All other costs are excluded. The fulfillment of the warranty (including investigation, timing of response, labor, and manner of shipment) is under the exclusive and unfettered control of American Seating.

TIME PERIODS: Indoor Use	25 YEARS	Cast iron structural standards
	15 YEARS	Structural components and operating mechanisms of <i>Spirit®</i> , <i>Stellar®</i> , <i>Majestic®</i> , <i>Dimension®</i> , <i>Rally</i> , <i>Core®</i> and Sports Seating
	10 YEARS	Structural components and operating mechanisms of <i>Focus®</i>
	5 YEARS	Power & Electrical Wood* Foam
	1 YEAR	Value seat topper for <i>Focus</i> Custom design, non-catalog, and special made products^ Seating textiles

TIME PERIODS: Outdoor Use	25 YEARS	Cast iron structural standards
	15 YEARS	Structural components
	5 YEARS	Operating mechanisms
	3 YEARS	Equal Access Seating® Plastic components and paint finishes~
	1 YEAR	Custom design, non-catalog, and special made products^ Seating textiles

EXCLUSIONS AND CONDITIONS: This warranty excludes and does not apply to:

- Conditions of normal wear and tear, of abuse, of neglect, of vandalism, or of misuse-all as determined by American Seating in its sole discretion
- In-transit damage
- Products altered or modified by the user
- User attached accessories
- Light bulbs, lamps, ballasts, or consumable components
- Products not installed by American Seating approved installers and/or not installed in accordance with American Seating Installation/Application Instructions
- Products not properly maintained in accordance with American Seating Operating and Maintenance Procedures

* Natural variations occurring in wood and leather and/or color fastness and/or variations in matching of colors, grains or textures of materials shall not be considered defects

^ Customers own material, leather, and nonstandard material and color finishes whether purchased by the customer or American Seating

~ Product color change

In the event of repair or replacement of the defective product (or defective component thereof) sole responsibility for the matching of color, grain, fabric, or texture is within commercially acceptable standards, as determined by American Seating in its sole discretion. There are no other warranties than those expressly stated above, whether expressed or implied (including, but not limited to any warranty of merchantability or fitness for any particular purpose) unless specifically agreed to in writing by American Seating in the specific circumstance. American Seating is not liable for consequential or incidental damage arising from any product defect.

WARRANTY NOTICE ADDRESS: American Seating Company
ATTN: Architectural Product Warranty/Customer Services
401 American Seating Center
Grand Rapids, MI 49504



Seating Proposal

Valid for 90 Days

DATE: Tuesday, December 30, 2014
QUOTE EXPIRES: Monday, March 30, 2015
TO: Gary Sanders
City of St. George
REFERENCE: Electric Theatre Restoration - Budget Pricing
St George, UT

We are pleased to offer the following proposal for Irwin Seating model: 11•6•CA155•8

QTY	DESCRIPTION
280	11B Springfield upholstered wood back, with 2" poly. reveal inner panel, and 9/16" thick 9-ply plywood outer with concealed fasteners.
280	6S Cushion - upholstered seat with serpentine spring construction and steel seat pan. Fabric: Grade P 8C steel standard platform. Scrolled wood armrest. (Centers) Scrolled wood end armrest. (Aisles)
56	CA-155 Baroque Cast Aluminium Decorative Standard Bronze oval row designation letter plates. Bronze oval seat designation number plates, recessed in armrest.
4	ADA Swing-away floor mount end standards Wood lag screws for wood floor mounting. All wood to be Maple - Rotary Cut Irwin standard stain. Irwin standard powder coat. Irwin standard plastic on seat component. Irwin standard plastic on back component. Irwin standard laminate (Nevamar).
1	Freight
280	Installation

PRICE: \$ 340.20 Net per chair, Delivered & Installed; Total: \$95,256.00; Note: Sales Tax and Bonds are not included.

PRICING BASED ON SHIPMENT IN 2015

NET ADDS / DEDUCTS

QTY	DESCRIPTION	NET	EXTENDED
280	2-1/2"x7/8" bronze donor plate (not engraved), includes recess in armrest.	\$ 4.01	\$ 1,122.80
62	Concealed LED aisle lights.	\$ 42.55	\$ 2,638.10
1	Transformer for LED aisle lights.	\$ 270.47	\$ 270.47
ALTERNATE	Grade Z	\$ 13.50	\$ 3,780.00



11.6.155.8 Springfield

TERMS AND CONDITIONS

- Payment Terms are to be approved by Irwin Seating Company

Unless otherwise noted:

- This proposal is subject to Irwin Seating Company Standard Terms and Conditions.
- This proposal is based upon the use of standard Irwin Seating Company products, manufactured using standard Irwin Seating Company methods.
- This proposal is based upon the use of the referenced fabric, and standard paint, plastic, stain and laminate selections. Options or special details are only provided to the extent specifically listed in this proposal. If any of the above specifications change, alternative pricing must be quoted.
- Pricing is based on floor mount chairs mounted to concrete unless specified otherwise in this proposal.
- Pricing is based on minimum average row length of 10 chairs.
- Pricing is based on 54" wide fabric without a pattern or direction orientation specified. Railroaded (directional) fabrics or fabric with repeats may result in additional costs.
- Pricing is F.O.B. factory and does not include freight, installation, sales tax, and performance and payment bonds.
- If applicable, sales tax will be charged based on the tax rate in effect at the time of billing. For tax exempt orders, please provide Irwin Seating Company a copy of your tax exempt certificate along with your purchase order for review and approval.
- Pricing is based on shipment in the 2015 calendar year.
- Storage and order modification fees may be incurred if changes are requested after the order is entered into production.
- Adherence to project milestones as outlined in the critical date schedule is required to meet requested shipment dates.
- Our quotation is based upon the following concrete specifications: (if applicable)
 - 1) Floor mounted chairs must be 3" thick free from obstructions for top 1-1/2".
 - 2) Riser mounted chairs must be 4" thick free from obstructions for 2-1/2" from riser face.
 - 3) Riser to be plumb + or - 1/8".
 - 4) Normal weight concrete to be compressive strength 3000 PSI (structural concrete).

- 5) Structural light weight concrete is acceptable if it is 2500 PSI minimum and weights 90-115 pounds per cubic foot.
- 6) Screed is not an acceptable anchoring base. If screed dimension exceeds 1", special installation hardware and procedures may be necessary.

Any deviations from the concrete conditions mentioned above may result in additional installation charges, the need for alternative anchoring, etc. Installers need to be able to easily drill through the screed to reach clear structural concrete.

- Our quotation is based upon the following wood specifications: (if applicable)
 - 1) Minimum of 1-1/2" thickness
 - 2) Construction:
 - A. PLYWOOD: (Minimum Requirements)
C-DX underlayment; Plug and touch sanding; Tongue and grooved
 - B. FLOORING: Sub floor plus hard wood (tongue and groove) finish flooring.
 - 3) Method of Fastening: No. 14X1-1/2" Hex washer head S.M. screw

NOTE: Wood construction for riser mounting is not recommended.

Any deviations from the conditions mentioned above may result in additional installation charges, the need for alternative anchoring, etc.

- Pricing is valid for 90 days from date of issue. If purchase order is not received within 90 days of this quote date Irwin Seating Company reserves the right to reissue the quotation with adjusted pricing.

If you have any questions, please contact your Irwin Seating Company Project Administrator for clarification.

IRWIN SEATING COMPANY

Clark Dudley
Distributor Sales Manager

DRAFTAgenda Item Number : **2H****Request For Council Action**

Date Submitted 2015-02-18 08:44:45

Applicant City of St. George - Golf Division

Quick Title Southgate Golf Course River Maintenance

Subject Southgate Golf Course River Maintenance Bid Award.

Discussion Review the bids for the Southgate Golf Course River Maintenance Project of the Santa Clara to meet certain FEMA standard. Staff recommends the award be given to Feller Enterprises as the lowest bidder.

Cost \$62,216.50

City Manager Recommendation This item was included in a budget opening for the current year. Recommend approval.

Action Taken

Requested by Colby Cowan

File Attachments

**Approved by Legal
Department?**

Approved in Budget? Amount:

Additional Comments

DRAFTAgenda Item Number : **5A**

Request For Council Action

Date Submitted 2015-02-10 14:50:51**Applicant** Larry Shane - Park Manager**Quick Title** Seegmiller Rental Fees**Subject** To establish a fee schedule to rent the barn/pvailion at Seegmiller Farm.

Discussion Leisure Services recommends the following Fee schedule for rental of the barn/pavilion at Seegmiller Farm. 7am -11am \$120 Noon - 4pm \$120 5pm - 10pm \$120 Refundable Deposit - \$100 The fee will include use of the barn, restrooms, outdoor kitchen, and turf area next to the barn for their event. A park staff person will be present throughout the event. The fee will cover the cost of the staff person assigned to the event, the kitchen costs including propane and maintenance of the facility.

Cost \$120.00 per 4 hour block of time

City Manager Recommendation Fees are higher for this facility as we will have a staff person there for the event. Recommend approval. Another great asset for the City for years to come.

Action Taken**Requested by** Larry Shane - Park M**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

CITY OF ST. GEORGE, UTAH
RESOLUTION NO. _____

**A RESOLUTION APPROVING THE
FEE SCHEDULE TO RENT THE SEEGMILLER FARM BARN/PAVILION**

WHEREAS, the City is completing the construct of Seegmiller Farm; and

WHEREAS, The City Council is desirous of renting the Barn/Pavilion area to residents for community uses; and

WHEREAS, The City Council desires to charge a reasonable fee for such rentals; and

WHEREAS, the City believes that charging a fee is in the best interest of the citizens of the City of St. George as those individuals who rent the Barn/Pavilion should cover the costs incurred by the City related to such rental;

NOW, THEREFORE, BE IT RESOLVED by the St. George City Council:

The following fee schedule is adopted as the fees to be charged for the rental of the Seegmiller Farm Barn/Pavilion.

RENTAL RATES

FULL DAY-up to 12 hours refundable deposit of \$100	Seegmiller Farm Barn/Pavilion	\$360.00 plus a
4 HOURS refundable deposit of \$100	Seegmiller Farm Barn/Pavilion	\$120.00 plus a

This resolution shall become effective immediately.

PASSED AND ADOPTED by the City Council of the City of St. George, this _____ day of _____, 2015.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

DRAFTAgenda Item Number : **5B**

Request For Council Action

Date Submitted 2015-02-02 10:58:48**Applicant** Kent Frei**Quick Title** Resolution of Intent to Consider Municipal Boundary Adjustment**Subject** Consider approval of a resolution declaring the intent to consider a municipal boundary adjustment between St. George and Santa Clara.

Discussion The applicant is requesting to modify the city's boundary between Santa Clara and St. George. The proposed boundary line adjustment would increase City limits to the west and is to accommodate a residential subdivision. If the resolution is approved, State Law requires a public hearing not less than 60 days after the adoption of the resolution. The City of Santa Clara approved a resolution of intent to consider the boundary line adjustment on January 14, 2015. The adjustment would not become effective until each municipality has adopted an ordinance accepting the proposal.

Cost \$0.00

City Manager Recommendation First step in the process of a boundary line adjustment with Santa Clara. The property owner has property in both entities and wants to develop the property in St. George. Residents in the area are probably not too keen on the development of the hill behind their homes.

Action Taken**Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget?** Amount:**Additional Comments**

DRAFTAgenda Item Number : **6A**

Request For Council Action

Date Submitted 2015-02-09 10:45:30**Applicant** Planning Commission**Quick Title** PC Report from Feb 10, 2015**Subject** Report from the Planning Commission meeting held February 10, 2015

Discussion The PC has a rather long agenda for the 10th. However, five of those items for the City Council will simply be setting public hearing dates. The other action items included two final plats, one preliminary plat and a Conditional Use Permit (CUP) for a detached garage height. The CUP for the garage height is listed separately on the agenda.

Cost \$0.00

City Manager Recommendation Setting of public hearings for zone changes, final and preliminary plats, and one CUP for a garage.

Action Taken**Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

**CITY OF ST. GEORGE
WASHINGTON COUNTY, UTAH**

PLANNING COMMISSION REPORT: FEBRUARY 10, 2015
CITY COUNCIL MEETING: FEBRUARY 19, 2015

1. PUBLIC HEARINGS TO BE ADVERTISED FOR MARCH 5, 2015

- A. Consider a zone change from R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to PD-R (Planned Development Residential) on 0.50 acres to accommodate a fourplex referred to as **"Ancestor Village."** The property is generally located at 1650 North Dixie Downs Road. The applicant is VCL Investments, LLC and the representative is Mr. Chad Van Cleve. Case No. 2014-ZC-016. (Staff – John Willis).
- B. Consider a zone change from A-20 (Agricultural) to PD-C (Planned Development Commercial) on 16.95 acres to accommodate a proposed shopping center with a grocery store (**Lin's Market**) located at **3000 E Street and Mall Drive**. The property owner is PRI (Property Reserve Inc.). The applicant is SLR (Suburban Land Reserve) and the representative(s) are Mr. Dan McKay (SLR) and Mr. Bill Walley (Associated Foods). Case No. 2015-ZC-001. (Staff – Ray Snyder).
- C. Consider a zone change amendment to the PD-C (Planned Development Commercial) zone on 1.29 acres to accommodate development of a two story professional office building. The property is Lot 5 of the 'Tonaquint Center' located along the north side of 1600 South Street. The applicant is TCN Inc and the representative is Mr. Greg Mathis, MRW Design. Case No. 2015-ZCA-003. (Staff – Ray Snyder).
- D. Consider a request to amend the City Zoning Regulations, Title 10, Zoning Ordinance, Chapter 2 "Definitions," Section 10-2-1 to add a definition for Open Space. Case No. 2014-ZRA-007. (Staff – Ray Snyder).
- E. Consider a request to amend the City Zoning Regulations, Title 10, Zoning Ordinance, Chapter 8 "Planned Development Zone," Section 10-8-6 "Commercial / Manufacturing Development Standards," to revise Section 10-8-6-H "Outside Storage," to add Section 10-8-6-I 'Trash, Junk, Inoperable Vehicles and Similar Items,' to add Section 10-8-6-J "Solid Waste Storage Facilities," to add Section 10-8-6-K "Protection of Residential Property," and to re-title existing Section 10-8-6-I & J to become Sections 10-8-6-L & M. Case No. 2015-ZRA-001. (Staff – Ray Snyder).

2. **FINAL PLATS (FP)**

- A. Consider approval of a fourteen (14) lot residential subdivision for “**Deserts Edge Phase 4**” The representative is Mr. Brad Petersen, Development Solutions. The property is zoned PD-R (Planned Development Residential) and is located at approximately 3500 East and 6050 South (in the Deserts Edge Development off of Prospector Way and Cove Wash Way). Case No. 2014-FP-077 (Staff – John Willis).
- B. Consider approval of a twenty-seven (27) lot residential subdivision for “**Hyde-Berry Park**” The representative is Mr. Brandon Anderson, Rosenberg Associates. The property is zoned R-1-10 (Single Family Residential Estate 10,000 square foot minimum lot size) and is located at the east end of Mulberry Drive and Marigold Way in Bloomington (at approximately 1350 West and 3600 South). Case No. 2014-FP-078. (Staff – John Willis).

3. **PRELIMINARY PLAT (PP)**

Consider approval of a preliminary plat for a fifteen (15) lot residential subdivision for “**Carey Lane.**” The applicant is M & F Properties and the representative is Ms. Brandee Walker, Bush & Gudgell. The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) and is located at Tuweap Drive and 1880 North. Case No. 2015-PP-002 (Staff – Wes Jenkins).

4. **CONDITIONAL USE PERMIT (CUP)**

Consider a request for a Conditional Use Permit to construct a **detached accessory structure** with a maximum ridge height of approximately twenty feet (20’) and wall height of approximately twelve feet (12’) for personal auto and RV storage. The structure will be stucco with a tab colored metal roof and have approximately 2,000 sq. ft. (40 ft. x 50 ft.). The applicant is Mr. Greg Mathis. Case No. 2015-CUP-001. (Staff – John Willis)

5. **OTHER PLANNING COMMISSION BUSINESS**

The Planning Commission met for approximately 4 hours (5 - 9 pm). In particular, two agenda items required the most time for discussion; being the proposed zone change (ZC) for Lin’s commercial center and the garage conditional use (CUP). Note that the Final Plats took only 10 minutes, the Preliminary Plat required 35 minutes, Ancestor Village ZC 15 minutes, Lin’s ZC took 1 hr 35 min., TCN ZC 5 minutes, the two ZRA combined 30 minutes, and the CUP was 50 minutes.

PCR ITEM 2A

Final Plat

PLANNING COMMISSION AGENDA REPORT: 02/10/2015
CITY COUNCIL MEETING: 02/19/2015

FINAL PLAT

Deserts Edge Phase 4
Case No. 2014-FP-077

Request: Approval of a 14 Lot Residential Subdivision Final Plat

Representative: Brad Petersen, Development Solutions
120 East St. George Blvd, Suite #300
St. George, UT 84770

Property: Located at approximately 3500 East and 6050 South (in the Deserts Edge Development off of Prospector Way and Cove Wash Way)

Zone: PD-R

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

P.C.: The Planning Commission recommends approval, however the Final Plat may not be recorded until evidence of open space has been dedicated to the City or HOA pursuant to the Development Agreement.

NOTIFICATION AND CONSENT TO IMPACT FEE OBLIGATION:

THE OWNERS AND MORTGAGEES, BY SIGNING THIS PLAY DO HEREBY CONFIRM THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY THAT MAY BE STATED IN ANY INSTRUMENT, THEY HAVE BEEN ADVISED OF THE EXISTENCE OF THE IMPACT FEE OBLIGATION AND HAVE CONSENTED TO THE SAME. THE IMPACT FEE OBLIGATION SHALL BE PAID BY THE OWNER OF THE LAND DESCRIBED IN THIS PLAY AND SHALL BE PAID TO THE DESERTS EDGE - PHASE 4 WATER CONSERVANCY DISTRICT. THE IMPACT FEE OBLIGATION SHALL BE PAID TO THE DESERTS EDGE - PHASE 4 WATER CONSERVANCY DISTRICT. THE IMPACT FEE OBLIGATION SHALL BE PAID TO THE DESERTS EDGE - PHASE 4 WATER CONSERVANCY DISTRICT.

ACKNOWLEDGEMENT BY WASHINGTON COUNTY WATER CONSERVANCY DISTRICT:

THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT HEREBY ACKNOWLEDGES THE NOTIFICATION AND CONSENT TO IMPACT FEE OBLIGATION ON THIS PLAY.

BARBARA G. HELLE, ASSISTANT GENERAL MANAGER
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

STATE OF UTAH } s.s.
COUNTY OF WASHINGTON } s.s.

ON THIS DAY OF FEBRUARY, 2011, PERSONALLY APPEARED BEFORE ME, BARBARA G. HELLE, ASSISTANT GENERAL MANAGER OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, AND THAT HE EXECUTED THE FOREGOING INSTRUMENT BEING ACKNOWLEDGED BEFORE ME THAT SHE SIGNED IT VOLUNTARILY FOR ITS STATED PURPOSE.

NOTARY PUBLIC FULL NAME: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 14)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH } s.s.
COUNTY OF WASHINGTON } s.s.

ON THIS DAY OF FEBRUARY, 2011, PERSONALLY APPEARED BEFORE ME, ED BURGESS, WHO BEING BY ME DULY SWORN, DO SAY THAT HE IS THE PRESIDENT OF QUALITY PROPERTIES, INC., A UTAH CORPORATION, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BY-LAWS OR BY A RESOLUTION OF ITS BOARD OF DIRECTORS AND THAT SUCH CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 14)

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } s.s.
COUNTY OF WASHINGTON } s.s.

ON THIS DAY OF FEBRUARY, 2011, PERSONALLY APPEARED BEFORE ME, ED BURGESS, WHO BEING BY ME DULY SWORN, DO SAY THAT HE IS THE PRESIDENT OF QUALITY PROPERTIES, INC., A UTAH CORPORATION, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BY-LAWS OR BY A RESOLUTION OF ITS BOARD OF DIRECTORS AND THAT SUCH CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 14)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH } s.s.
COUNTY OF WASHINGTON } s.s.

ON THIS DAY OF FEBRUARY, 2011, PERSONALLY APPEARED BEFORE ME, MICHAEL SINGLETON, WHO BEING BY ME DULY SWORN, DO SAY THAT HE IS THE MANAGER OF K & D FAMILY, LLC, A UTAH LIMITED LIABILITY COMPANY, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPLOYED TO DO SO BY ITS OPERATING AGREEMENT. I, MICHAEL SINGLETON, DO HEREBY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 14)

OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES:

THE UNDERSIGNED, ED BURGESS, MANAGER, QUALITY PROPERTIES, INC., DOES HEREBY ACKNOWLEDGE AND CONSENT TO THE TERMS AND CONDITIONS OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT'S IMPACT FEE OBLIGATION AS STATED HEREON, FOR THE USES AND PURPOSES STATED THEREIN.

ED BURGESS, MANAGER
QUALITY PROPERTIES, INC.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH } s.s.
COUNTY OF WASHINGTON } s.s.

ON THIS DAY OF FEBRUARY, 2011, PERSONALLY APPEARED BEFORE ME, ED BURGESS, WHO BEING BY ME DULY SWORN, DO SAY THAT HE IS THE PRESIDENT OF QUALITY PROPERTIES, INC., A UTAH CORPORATION, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BY-LAWS OR BY A RESOLUTION OF ITS BOARD OF DIRECTORS AND THAT SUCH CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 14)

OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES:

THE UNDERSIGNED, ED BURGESS, PRESIDENT OF QUALITY PROPERTIES, INC., DOES HEREBY ACKNOWLEDGE AND CONSENT TO THE TERMS AND CONDITIONS OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT'S IMPACT FEE OBLIGATION AS STATED HEREON, FOR THE USES AND PURPOSES STATED THEREIN.

ED BURGESS, PRESIDENT
QUALITY PROPERTIES, INC.

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } s.s.
COUNTY OF WASHINGTON } s.s.

ON THIS DAY OF FEBRUARY, 2011, PERSONALLY APPEARED BEFORE ME, ED BURGESS, WHO BEING BY ME DULY SWORN, DO SAY THAT HE IS THE PRESIDENT OF QUALITY PROPERTIES, INC., A UTAH CORPORATION, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BY-LAWS OR BY A RESOLUTION OF ITS BOARD OF DIRECTORS AND THAT SUCH CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

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(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 14)

OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES:

THE UNDERSIGNED, MICHAEL SINGLETON, MANAGER, MEMBER OF K & D FAMILY, LLC, DOES HEREBY ACKNOWLEDGE AND CONSENT TO THE TERMS AND CONDITIONS OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT'S IMPACT FEE OBLIGATION AS STATED HEREON, FOR THE USES AND PURPOSES STATED THEREIN.

MICHAEL SINGLETON, MANAGER
K & D FAMILY, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH } s.s.
COUNTY OF WASHINGTON } s.s.

ON THIS DAY OF FEBRUARY, 2011, PERSONALLY APPEARED BEFORE ME, MICHAEL SINGLETON, WHO BEING BY ME DULY SWORN, DO SAY THAT HE IS THE MANAGER OF K & D FAMILY, LLC, A UTAH LIMITED LIABILITY COMPANY, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPLOYED TO DO SO BY ITS OPERATING AGREEMENT. I, MICHAEL SINGLETON, DO HEREBY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

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MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
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MORTGAGEE CONSENT TO RECORD

WE, CHERRY FINANCIAL SERVICES, INC., A UTAH CORPORATION, MORTGAGEE OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY GIVE OUR CONSENT TO THE RECORDING OF THE FOREGOING INSTRUMENT AND TO THE IMPACT FEE OBLIGATION AS STATED HEREON, FOR THE USES AND PURPOSES STATED THEREIN.

CHERRY FINANCIAL SERVICES, INC.
CHERRY FINANCIAL SERVICES, INC.

CORPORATE ACKNOWLEDGMENT (CONSENT)

STATE OF UTAH } s.s.
COUNTY OF WASHINGTON } s.s.

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MORTGAGEE'S CONSENT

STATE OF UTAH } s.s.
COUNTY OF WASHINGTON } s.s.

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CORPORATE ACKNOWLEDGMENT (WATER IMPACT FEES)

STATE OF UTAH } s.s.
COUNTY OF WASHINGTON } s.s.

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CHERRY FINANCIAL SERVICES, INC.
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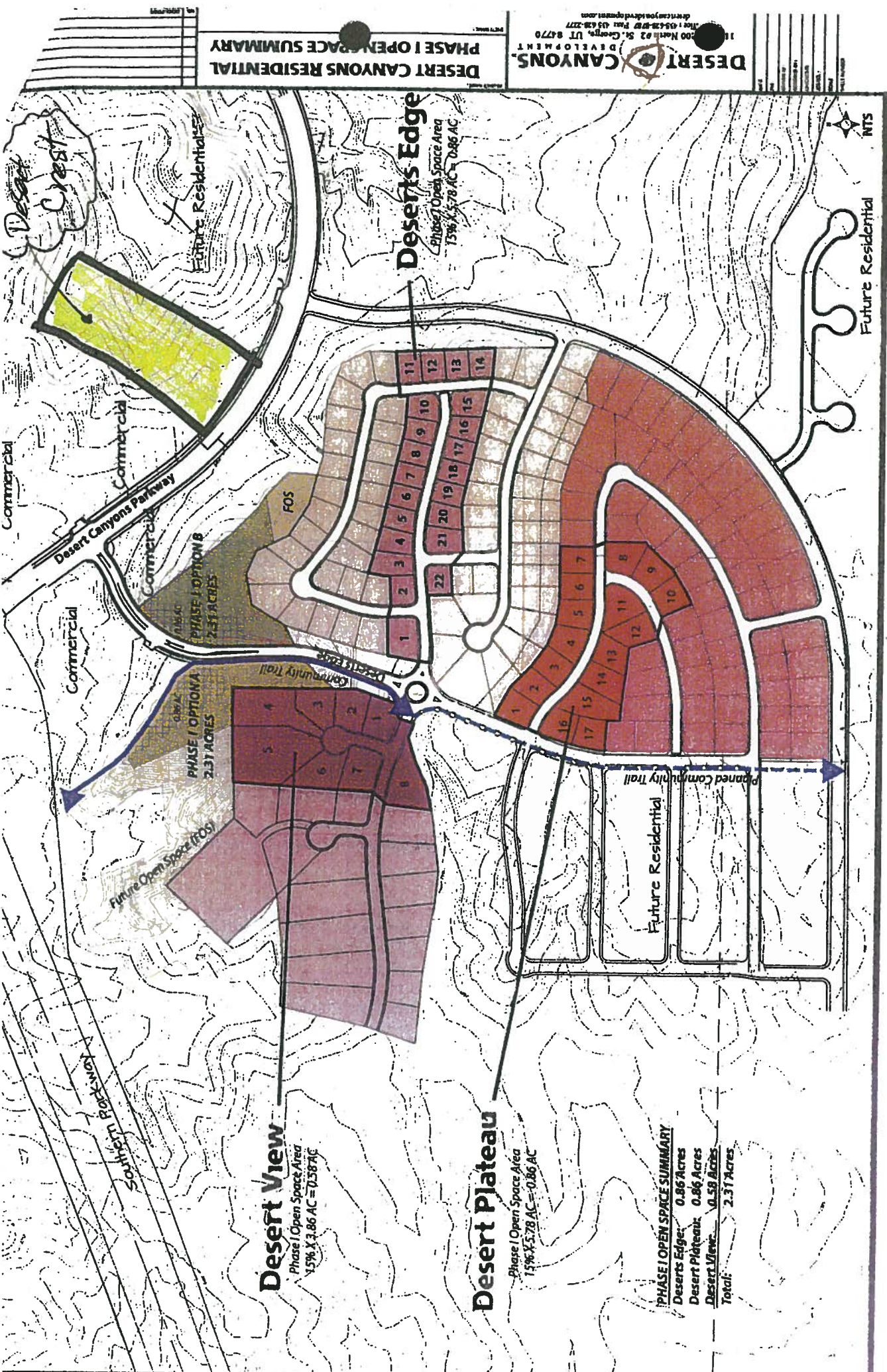
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Reference - vicinity

PCR ITEM 2B

Final Plat

PLANNING COMMISSION AGENDA REPORT: 02/10/2015
CITY COUNCIL MEETING: 02/19/2015

FINAL PLAT

Hyde-Berry Park

Case No. 2014-FP-078

Request: Approval of a 27 Lot Residential Subdivision Final Plat

Representative: Brandon Anderson, Rosenberg Associates
352 E. Riverside Drive #A2
St. George, UT 84790

Property: Located at the east end of Mulberry Drive and Marigold Way in
Bloomington (at approximately 1350 West and 3600 South)

Area: 11.88 acres

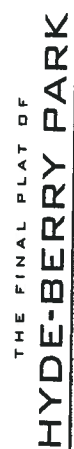
Zone: R-1-10

General Plan: LDR (Low Density Residential)

Reference: Recent zone change (Case No. 2014-ZC-011)
*(Open Space to R-1-10 – approved by City Council on November
20, 2014)*


Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed
by the Public Works Department staff, (which includes New
Development Division staff and Planning & Zoning staff) and
Legal Department staff and it meets all of the Preliminary Plat
conditions and approvals.

P.C.: The Planning Commission recommends approval. Easement notes
on the plat are subject to legal review.



LOCATED IN SECTION 14, TOWNSHIP 43 SOUTH,
RANGE 16 WEST,
SALT LAKE BASIN AND MERIDIAN,
CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH

SHEET 2 OF 2



**ROSENBERG
ASSOCIATES**
CIVIL ENGINEER • LAND SURVEYORS

305 EAST RIVERSIDE DRIVE, SUITE A-207, DEERBE, UTAH 84200
 PH: (435) 675-8868 FAX: (435) 675-8997 • WWW.RAGCIVIL.COM

PLAT NO.	131772D14	B.E.A.
FILE NUMBER	DATE	B.E.A.
5813-13-001	1" = 30'	B.E.A.
JOB NUMBER	SCALE	CHECKED

General Plan





© 2010 Google

© 2014 Google

PCR ITEM 3

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 02/10/2015
CITY COUNCIL MEETING: 02/19/2015

PRELIMINARY PLAT

Carey Lane

Case No. 2015-PP-002

Request: A request to approve a preliminary plat for a fifteen (15) lot residential subdivision

Location: Tuweap Drive & 1880 North

Property: 5.047 acres

Number of Lots: 15

Density: 2.97 dwelling units per acre

Zoning: R-1-10 (Reference recent zone change; Case No. 2014-ZC-014)

Adjacent zones: North: A-1 & RE-20
East: R-1-7
South: A-1 & RE-20
West: A-1

General Plan: LDR (up to 4 du/ac)

Applicant: M&F Properties

Representative: Brandee Walker, Bush & Gudgell

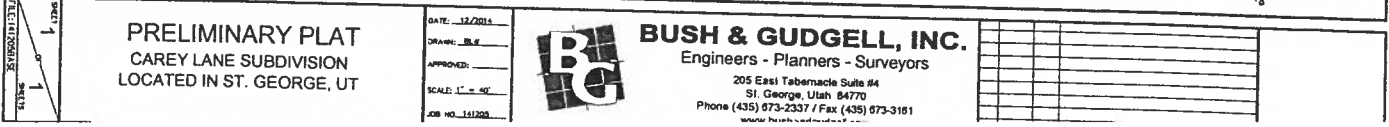
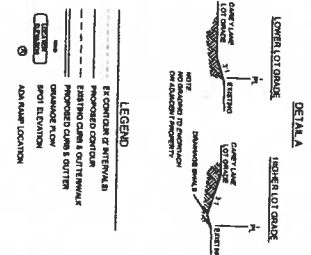
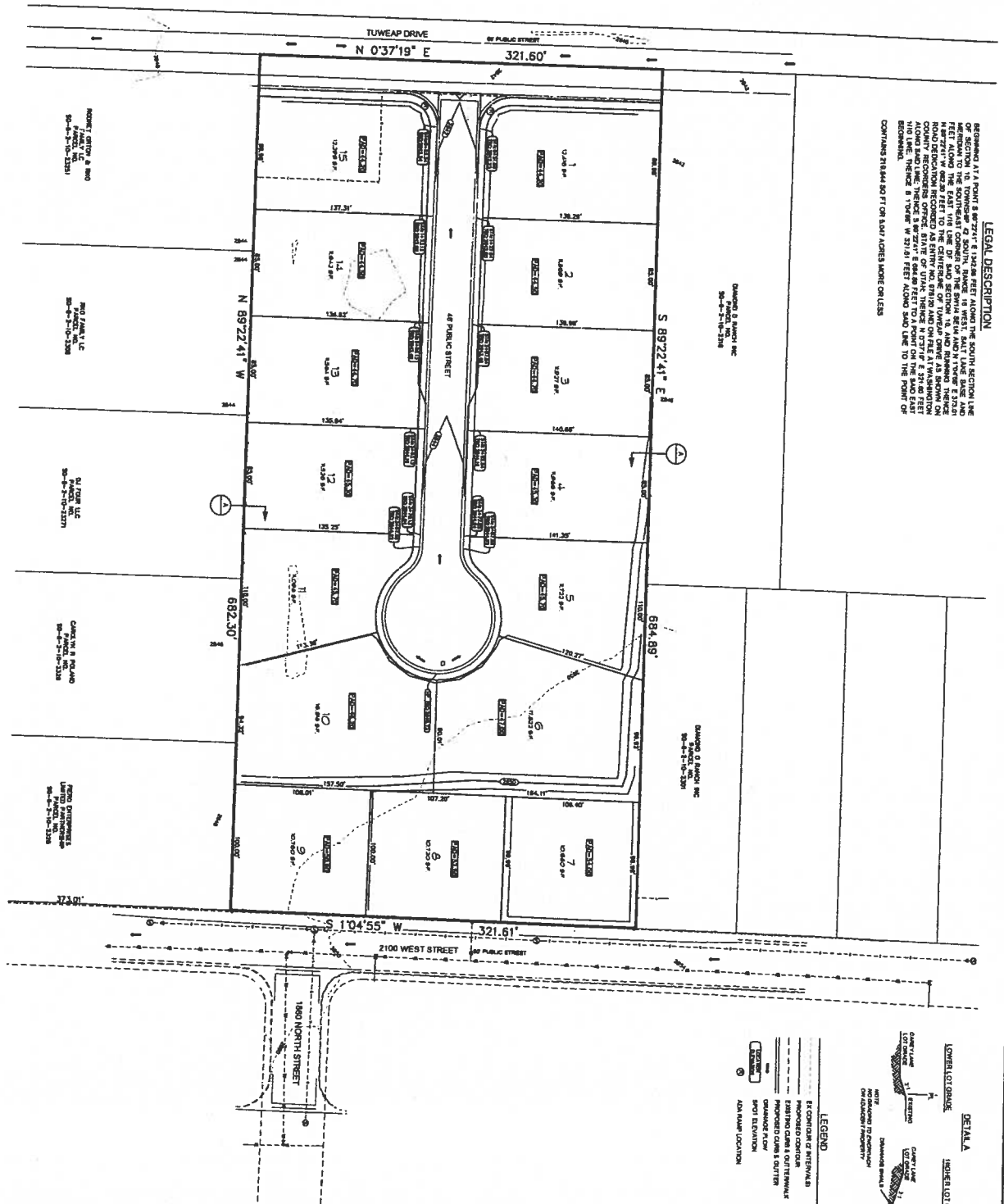
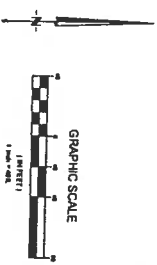
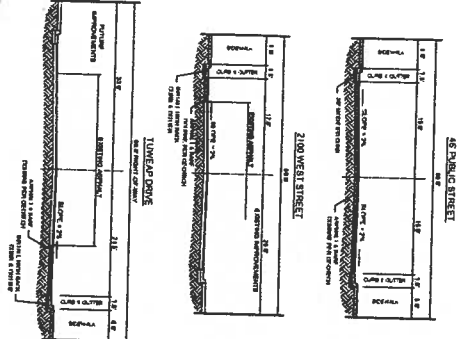
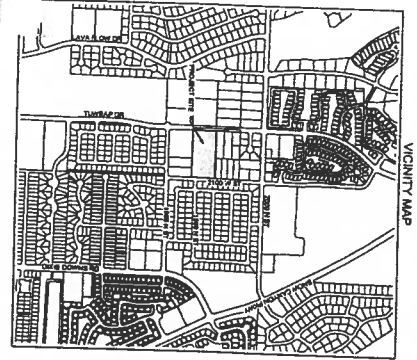
Comments:

1. Recently a zone change from RE-20 to R-1-10 was approved by the City Council on November 20, 2014, for this site.
2. This plat was delayed until the matter of an outstanding S.I.D. fee was resolved. There is a letter in the case file from the City Finance Department stating that payment was received and the matter is resolved.

3. At the request of staff, the initial layout was changed to create three lots that face onto 2100 West Street and avoid the necessity of creating double fronting lots with a required privacy wall and ten feet (10') of landscaping to be maintained by an HOA.
4. Staff recommends approval, but did advocate the road connect with 2100 West Street instead of having a cul-de-sac. As submitted, the preliminary plat is for 15 lots, but if the road were to go through it would result in 14 lots.

P.C.:

The Planning Commission recommended approval with a vote of 4:1 with one commissioner abstaining. The Planning Commission discussed this PP for 35 minutes. The primary issue was whether a cul-de-sac be approved or should the street instead connect with 2100 West Street.





Aerial - Tuweap Drive

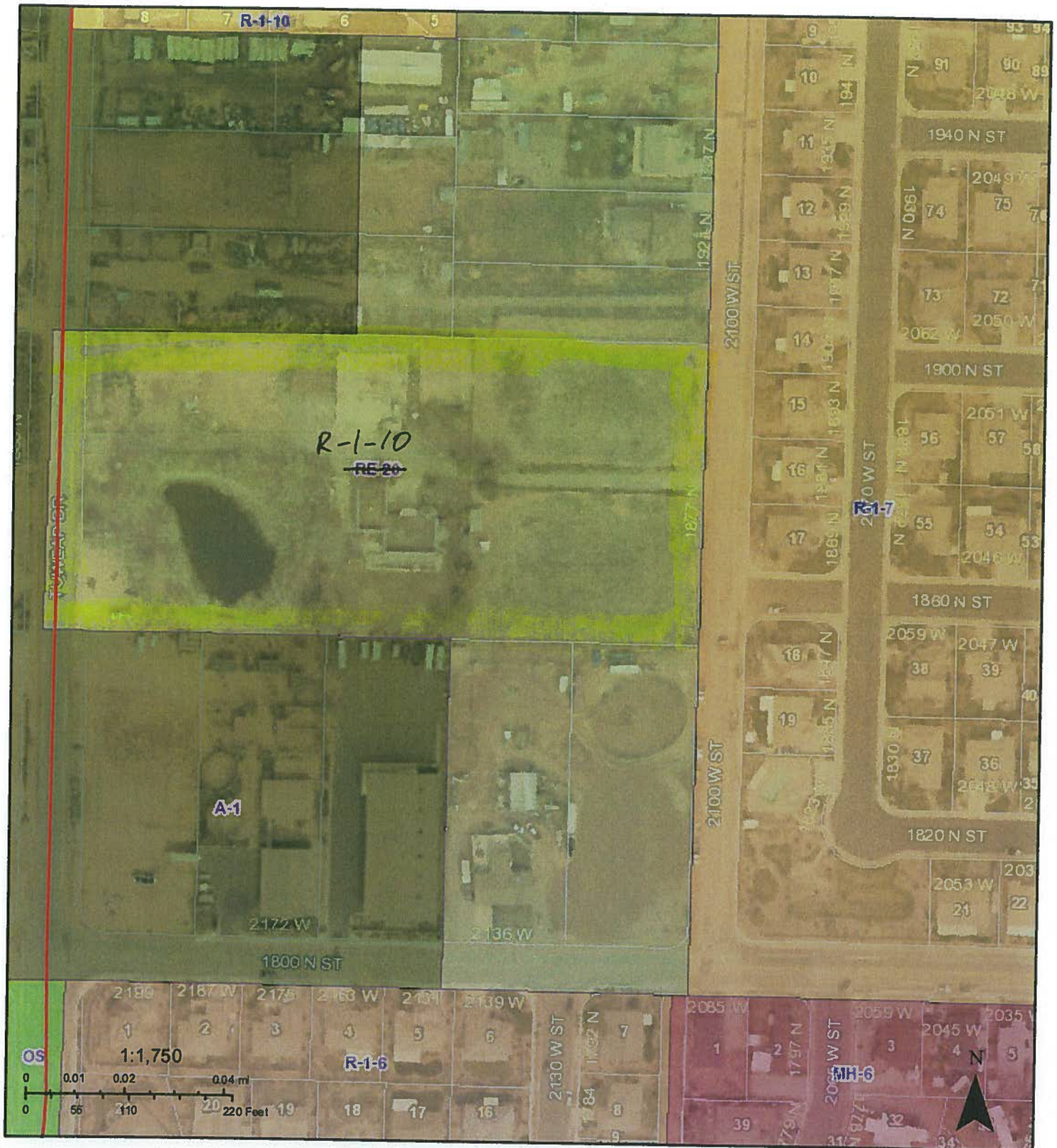
Made by the City of St. George GIS Department
SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

February 4, 2015



Made by the City of St. George GIS Department
SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

February 4, 2015



Close up Aerial - Tuweap Drive - Zoning

Made by the City of St. George GIS Department
SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

February 4, 2015



Site

Made by the City of St. George GIS Department
SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

February 4, 2015

DRAFT

Agenda Item Number :

6B

Request For Council Action

Date Submitted 2015-02-09 11:59:19**Applicant** Mr. Greg Mathis, MRW Design**Quick Title** CUP for Detached Garage Height**Subject** Consider a request for a Conditional Use Permit to construct a detached accessory structure with a maximum ridge height of approximately twenty feet (20'±) and wall height of approximately twelve feet (12'±) for personal auto and RV storage.**Discussion** Building wall heights over 10' and overall heights over 15' require a CUP. The proposed garage has a 12' wall height and overall height of 20', however, meets all other zoning requirements. Planning Commission recommends approval.**Cost** \$0.00**City Manager Recommendation** PC recommends approval.**Action Taken****Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

PCR 4

CUP / Garage Height

PLANNING COMMISSION AGENDA REPORT: 02/10/2015
CITY COUNCIL AGENDA REPORT: 02/19/2015

CONDITIONAL USE PERMIT Case No. 2015-CUP-001

Request: To construct a **detached accessory structure** with a maximum ridge height of approximately twenty feet (20') and wall height of approximately twelve feet (12') for personal auto and RV storage. The structure will be stucco with a metal roof and have 1,840 sq. ft. (40 ft. x 46 ft.)

Property: The property is located at 347 West 400 North.

Applicant: Greg Mathis, MRW Design
251 Hilton Drive #202
St George, Utah 84770

Zoning: RCC (Residential Central City)

Ordinance: The Title 10, Chapter 7B "Modifying Regulations," Section 10-7B-6(B)(7) reads: "*Detached Garages and accessory building shall be limited to an overall height of fifteen feet (15') for pitched roofs...unless a Conditional Use Permit is granted for a greater height*". This structure will be \pm twenty feet (20') in height, thus necessitating the purpose of this conditional use permit request.

&

Title 10, Chapter 7B "Modifying Regulations," Section 10-7B-6(B)(6) reads: "*Building setbacks from rear and side property lines vary depending on the height of the vertical wall nearest to side or rear property line according to the following table (unless a conditional use permit is granted for a higher wall):*"

<u>Setback</u>	<u>From Property Line</u>	<u>Height Of Building Wall</u>
0 feet - 5 feet		8 feet
5 feet - 10 feet		10 feet

The proposed structure has a twelve (12') feet high building wall and twenty (20') feet overall height, thus necessitating the purpose of this conditional use permit request. The garage does meet the required ten (10') feet setback for the side and rear property line, as well as, being located out of all easements.

Adj. Land: Single-family residences

Notice: Notice letters were sent to property owners within a 300 ft. radius and notice was posted in four (4) public places: the City website, State website, and on two (2) bulletin boards in the City.

- Comments:**
1. The property is an interior lot with frontage & access on 400 North.
 2. According to the applicant, the garage will be for personal auto and RV storage.
 3. The proposed detached structure will be setback 10 ft. from the rear and side property line. Proposed side and rear yard setback is in compliance. The structure will be approximately 150' feet from the existing home.
 4. The proposed height to the ridge is twenty feet (20') to accommodate an RV.
 5. The proposed structure will not encroach onto any City easements.
 6. The detached structure will be constructed of wood with a stucco exterior finish and a tan metal roof.

Findings: The following standards must be met to mitigate the reasonably anticipated detrimental effects **if imposed** as a condition of approval:

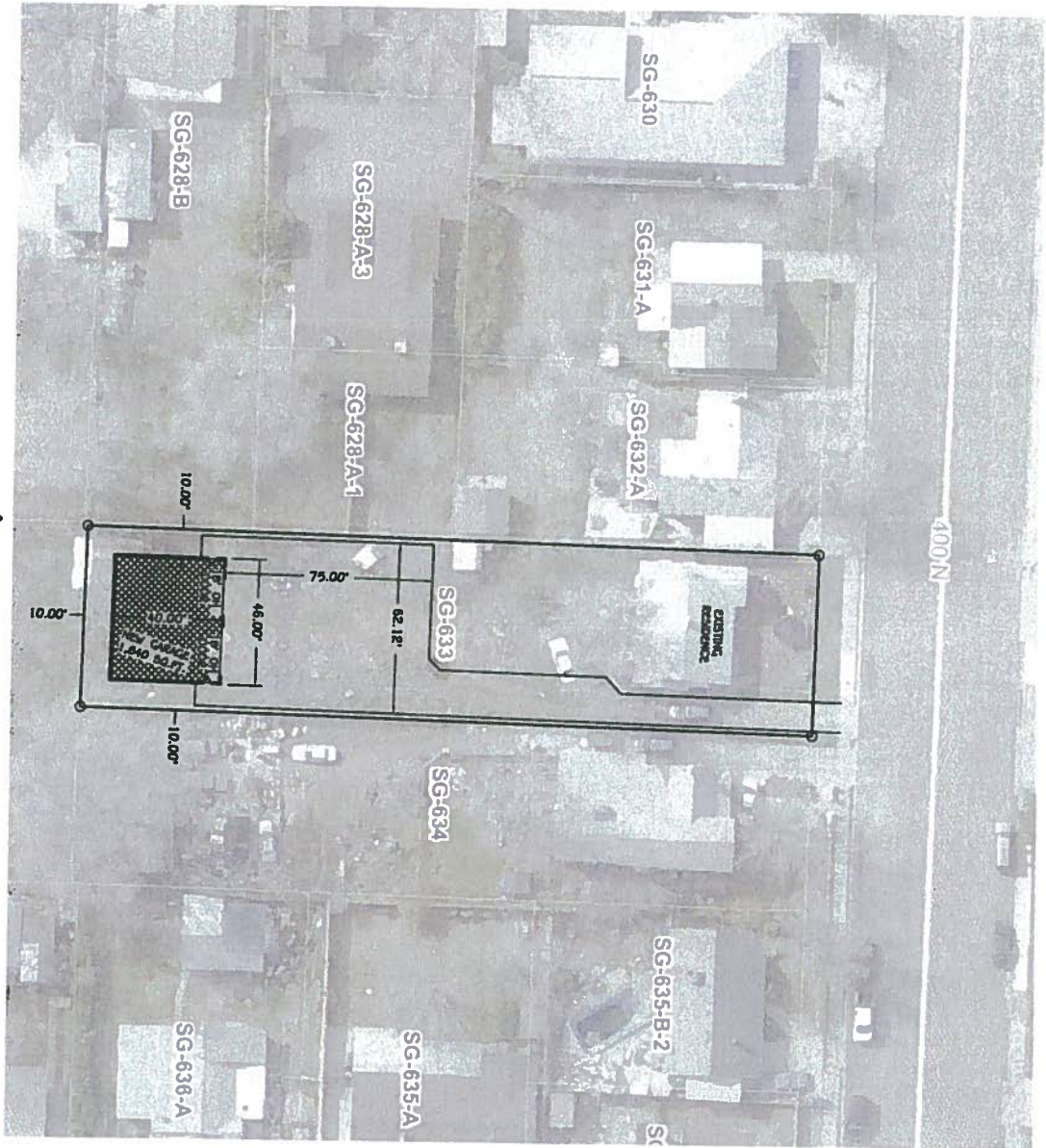
Yes	N/A	Category	Description
	N/A	A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
	N/A	B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
	N/A	C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
The detached structure will be constructed of stucco and a metal roof.		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
	N/A	E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems. 2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.
	N/A	F. Traffic	1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D". 2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.
The detached structure will be approximately 20 feet in height.		G. Height	1. Buildings shall fit into the overall context of the surrounding area. 2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less

			than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.
	N/A	H. Hours of Operation	1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.
	N/A	I. Saturation / Spacing	1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.
This detached structure is within the existing character of the residential estate zone.		J. Maintain Character and purpose of zone	1. Uses shall be consistent with the character and purpose of the zone within which they are located.
	N/A	K. Public Health	1. Use shall comply with all sanitation and solid waste disposal codes. 2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)

Planning Commission: Planning Commission recommends approval



Overhead View



SITE PLAN

NOTES:
1. UTILITIES TO BE CONNECTED FROM EXISTING RESIDENCE.
2. SITE EXCAVATION, CONCRETE, AND LANDSCAPING SHALL PROVIDE DRAINAGE AWAY FROM STRUCTURE.

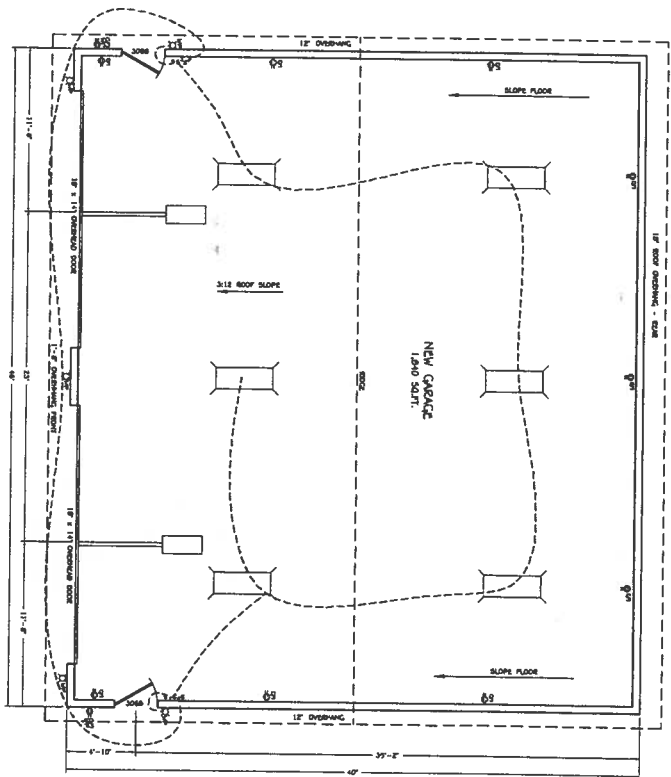
REVISED SITE PLAN
DETACHED GARAGE FOR MARC WITWER
347 WEST 400 NORTH
ST. GEORGE, UTAH

251 W. HILTON DR # 202
P.O. BOX 2775
ST. GEORGE UTAH 84770
(435) 626-2377 (435) 673-3580 fax
www.mrwdesign.com

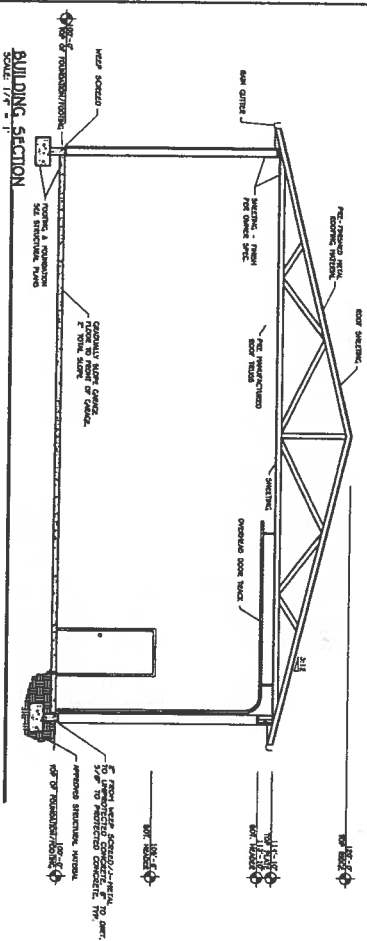
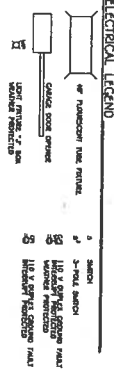
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ASSOCIATES INC.
ARCHITECTURE &
CONSULTING ENGINEERS



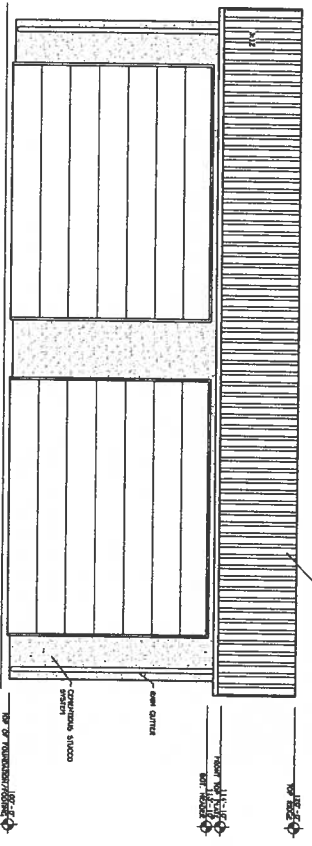
COPYRIGHT 2014, MRW DESIGN ASSOCIATES INC.			
DATE	REVISIONS	BY	APP'D
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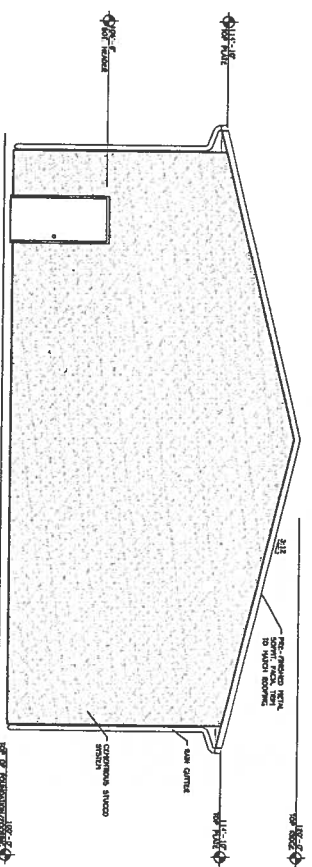
FLOOR, ROOF & ELECTRICAL PLAN
SCALE 1/8" = 1'



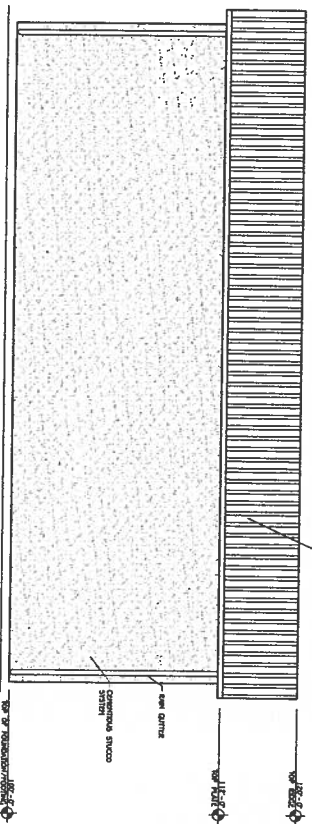
BUILDING SECTION
SCALE 1/8" = 1'



FRONT ELEVATION
SCALE 1/8" = 1'



LEFT OR RIGHT ELEVATION
SCALE 1/8" = 1'



REAR ELEVATION
SCALE 1/8" = 1'

REVISED DETACHED GARAGE PLAN
MARC WITWER
347 WEST 400 NORTH
ST. GEORGE, UTAH

251 W. HILTON DR # 202
P.O. BOX 2775
ST. GEORGE UTAH 84770
(435) 628-2377 (435) 673-3580 fax
www.mnrwdesign.com

MNRW
DESIGN
ASSOCIATES INC.
ARCHITECTURE &
CONSULTING ENGINEERS

DATE	2-11-13
BY	MARC WITWER
SCALE	1/8" = 1'-0"
IN SET	L.M.R.
PROJECT	



CONDITIONAL USE PERMIT
APPLICATION & CHECKLIST



I. PROPERTY OWNER(S) / APPLICANT INFORMATION

APPLICANT: MRW DESIGN ASSOC.
(If different than owner)

MAILING ADDRESS: 251 HILTON DR. # 202
ST. GEORGE 84770

PHONE: 628-2377 CELL: 619-6612 FAX: 673-3580

E-MAIL ADDRESS: gmc@mrwdesign.com

LOCATION OF SUBJECT PROPERTY: 347W 400N

CONTACT PERSON / REPRESENTATIVE (if applicable): GREG MATHIS
(If different than owner)

MAILING ADDRESS: ABOVE

OWNER - MRW RENTALS LLC, Representative: Marc Wattuck

PHONE: _____ CELL: _____ FAX: _____

E-MAIL ADDRESS: _____

II. PROPERTY INFORMATION

ZONING: _____ SUBDIVISION: _____

TAX I.D. NUMBER (PARCEL SERIAL NUMBER): SL-633

EXISTING USE: EXISTING HOUSE
Use of property and/or Buildings

PROPOSED USE: ADD DETACHED GARAGE
Use of property and/or Buildings.

OFFICE STAFF USE ONLY

CASE NO. 20 15-CUP-001 FILING DATE: 1/28/15 RECEIVED BY: [Signature] RECEIPT: _____

FEE: \$300.00 - PAYABLE BY CHECK OR MONEY ORDER. CASH WILL NOT BE ACCEPTED

III. SUBMITTAL CHECKLIST

- ☒ 1. General Information Form - completed. (*This application-first page*)
- ☒ 2. Mailing Labels - Property Owner's (*The mailing labels can be obtained from the Washington County Recorder's Office*)
- ☒ 3. Radius Map - Property Owner's- identifying all properties within the required 300 ft. radius. (*The radius map can be obtained from the Washington County Recorder's Office*).
- ☐ 4. Narrative - minimum one (1) page of proposed use. (*ALL projects*).
- ☐ 5. Two (2) copies of the Subdivision Plat.
- ☒ 6. Two (2) copies of the Site Plan - minimum size 22" x 34" (ANSI D).
- ☒ 7. Two (2) copies of the Elevation(s) - minimum size 22" x 34" (ANSI D) for building height requests
- ☒ 8. One (1) copy (each) - 8-1/2" x 11" reduction of the subdivision plat and site plan.
- ☒ 9. One (1) copy - 8-1/2" x 11" reduction of the elevation(s) for building height requests.
- ☐ 10. Color and Materials Board (*or approved equivalent as required*).
- ☒ 11. Payment of \$300.00 filing fee by Check or Money Order .

IV. SITE PLAN REQUIRED INFORMATION CHECKLIST

- ☐ 1. Current address of project, County Assessor's parcel number(s), and the applicant's and plan preparer's name, address, email address, phone and fax numbers.
- ☐ 2. North Arrow and scale.
- ☐ 3. Property Lines, with dimensions, and the location, width and description of any easements.
- ☐ 4. Existing and proposed streets, including names, centerlines, widths, and future rights of way and improvements.
- ☐ 5. Show existing fire hydrants within 300 feet of the project site.
- ☐ 6. Show proposed Fire Department access lane(s) (*if applicable*).
- ☐ 7. Show and dimension all existing and proposed buildings and structures;
 - Show distances between existing and/or proposed buildings.
 - Show distances from existing and/or proposed buildings to property line.
 - Show all required and proposed building setback lines.
 - Show any nearby buildings, proposed or existing, within 30 feet of the subject property lines.
 - Show proposed walls, fences, trash enclosures, accessory buildings, etc.
- ☐ 8. Show proposed and existing parking, driveways and on-site access points (where applicable show any off-site parking within the vicinity). Indicate width of driveways and drive aisles, and show distances between driveways. Show parking space dimensions, handicapped accessible spaces, and indicate one-way and two-way drive aisles.
- ☐ 9. Show any significant natural features such as rock outcroppings and water courses.
- ☐ 10. Show proposed landscaping, including quantity and, locations; a separate landscaping plan may be substitutes instead of showing information on the site plan.
- ☐ 11. Show locations and dimensions of pedestrian access ways, loading areas, and access to service areas.

- ☐ 12. Show proposed lighting fixtures in parking areas, adjacent to walkways, and on buildings, and indicate type.
- ☐ 13. Show all existing and proposed public improvements, including water, sewer, catch basins, curbs, gutters, sidewalks, street lights, signals, power lines, utility vaults, and utility poles.
- ☐ 14. Show existing contour lines and proposed contour lines indicating finished grade on the site; a grading plan may be substituted instead of showing contours on the plan, if desired.
- ☐ 15. Show location of on-site and off-site drainage, both existing and proposed.
- ☐ 16. Provide a legend (data box) on the site plan that includes:
 - a. Current Zoning
 - b. Total lot square footage
 - c. Total building square footage
 - d. Percentage of Lot Coverage
 - e. Setbacks (Existing and/or Proposed)
 - f. Building Height (Proposed)
 - g. Parking (show calculations)
 - h. Open Space
 - i. Landscaping (show calculations and % of coverage)
 - j. Proposed Use (e.g. restaurant, retail, office, etc.)(show square footage allocated to each use within building(s).
 - k. For multiple family residential projects; include unit type, number of bedrooms, square footage per unit, unit mix, etc.
 - l. Indicate the intended occupancy type of all buildings.
 - m. Identify building sprinkled and/or non-sprinkled

V. GENERAL STANDARDS FOR APPROVAL OF CONDITIONAL USES (Section 10-17-7)

The following standards must be met to mitigate the reasonably anticipated detrimental effects if imposed as a condition of approval: *(if category applies, attach a separate sheet with explanation)*

Yes	N/A	Category	Description
		A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
		B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
		C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
		E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems.

			2. Uses shall not locate within the 100-year flood plain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.
		F. Traffic	1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D". 2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.
		G. Height	1. Buildings shall fit into the overall context of the surrounding area. 2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.
		H. Hours of Operation	1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.
		I. Saturation / Spacing	1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas
		J. Maintain Character and purpose of zone	1. Uses shall be consistent with the character and purpose of the zone within which they are located.
		K. Public Health	1. Use shall comply with all sanitation and solid waste disposal codes. 2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)

VI. COMMENTS

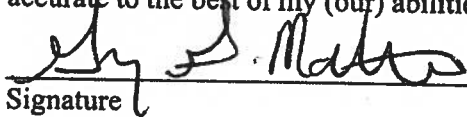
1. Please be aware that, if determined necessary by City staff, additional information and/or special studies may be required to review the project. These studies may include, but not be limited to: a soils report, hydrology report, traffic study, etc.
2. Until the following information is submitted, your application will be considered incomplete:
3. The applicant has the ability and intention to utilize said **CONDITIONAL USE PERMIT** within twelve (12) months from date of final approval by the City Council; and the applicant understands this **CONDITIONAL USE PERMIT** application, if granted, becomes null and void and of no effect if unused within twelve (12) months from the date of filing the application, or if any time after granting the use is discontinued for a period of twelve (12) months, or developed by someone other than the applicant
4. A **CONDITIONAL USE PERMIT** approval does not eliminate the necessity of obtaining a building permit, which is required for construction of all buildings in the project.

5. Are there any deed restrictions affecting the use of the property involved? Give the expiration date of these restrictions, if applicable.

6. Required site improvements such as pavement for parking areas, curb and gutter, privacy walls, landscaping, storm drain facilities, and all other improvements required under City Ordinance shall be completed prior to the issuance of a certificate of occupancy or approval for permanent electric power service. In the event such improvements cannot be completed prior to receiving permanent or a certificate due to weather conditions or other unusual circumstances, a financial guarantee in the form of a cashiers check, bond, escrow, or other financial guarantee acceptable to the City attorney shall be provided to the City guaranteeing that such improvements will be fully completed within ninety (90) days of the issuance of permanent power and/or a certificate of occupancy.

VII. APPLICANT AGREEMENT

I (we) have read and understood the requirements of this application and all information is true and accurate to the best of my (our) abilities.



Signature

1-28-15

Date

Signature

Date

Account 0009277Location

Account Number 0009277
 Parcel Number SG-633
 Tax District 08 - St George City
 Situs 347 W 400 N, ST GEORGE
 Acres 0.40

Owner

Name R&DW RENTALS LLC
 1834 E 680 S
 SAINT GEORGE, UT 84790

Value

Market (2014) \$104,000
 Taxable \$104,000
 Tax Area: 08 Tax Rate: 0.011588
 Type Actual Assessed Acres
 Non Primary \$104,000 \$104,000 0.400
 Improved

Legal Subdivision: ST GEORGE CITY SUR PLAT A BLK 41 (SG)
 Lot: 7 W1/2 LOT 7 BLK 41 PLAT A SGCS DESCRIBED AS
 BEGINNING AT A POINT 3 RODS EAST OF THE
 NORTHWEST CORNER OF LOT SEVEN (7), BLOCK 41, PLAT
 "A", ST. GEORGE CITY SURVEY, AND RUNNING THENCE
 EAST 1 ROD; THENCE SOUTH 16 RODS, MORE OR LESS, TO
 THE SOUTH BOUNDARY LINE OF SAID LOT 7; THENCE
 WEST 1 ROD; THENCE NORTH 16 RODS, MORE OR LESS, TO
 THE NORTH BOUNDARY LINE OF SAID LOT 7, THE POINT
 OF BEGINNING.

ALSO: BEGINNING AT THE NORTHWEST CORNER OF LOT
 SEVEN (7), BLOCK 41, PLAT "A", ST. GEORGE CITY
 SURVEY, AND RUNNING THENCE SOUTH 16 RODS, MORE
 OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7;
 THENCE EAST 3 RODS; THENCE 16 RODS, MORE OR LESS,
 TO THE NORTH LINE OF SAID LOT 7; THENCE WEST 3
 RODS TO THE POINT OF BEGINNING.

Child AccountsChild ParcelsParent AccountsParent ParcelsTransfersEntry Number

20150001936
 20140029718
 20140029717
 00968540
 00547978
 00275941

Recording Date

01/20/2015 01:23:08 PM
 09/29/2014 02:17:36 PM
 09/29/2014 02:17:36 PM
 09/01/2005 10:12:00 AM
 10/29/1996 03:53:00 PM
 05/14/1985 10:48:00 AM

"Tax"Tax YearTaxesImages

B: 1785 P: 1142
 B: 1047 P: 614
 B: 376 P: 741

DRAFTAgenda Item Number : **6C**

Request For Council Action

Date Submitted 2015-02-05 17:12:41**Applicant** Kyle Whitehead**Quick Title** Drug Task Force Lease Agreement**Subject** Approval of the 2015 lease agreement for the Task Force office space.**Discussion****Cost** \$0.00**City Manager Recommendation** This agreement is for the task force to lease office space at the Commons building. Recommend approval.**Action Taken****Requested by** Kyle Whitehead**File Attachments** [Drug Task Force FINAL Lease Ag 2015.docx](#)**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments** The Task Force leases office space from the City. Upon approval of the council the Mayor's signature is needed on both copies of the agreements.**Attachments** [Drug Task Force FINAL Lease Ag 2015.docx](#)

LEASE AGREEMENT BETWEEN THE CITY OF ST. GEORGE AND THE WASHINGTON COUNTY DRUG TASK FORCE

This Lease Agreement ("Agreement") is made and effective on this ____ day of _____, 2015, by and between the City of St. George, a Utah municipal corporation ("Landlord") and the Washington County Drug Task Force ("Tenant"). Landlord and Tenant shall hereinafter at times be referred to collectively as the "Parties."

RECITALS

WHEREAS, Landlord owns the property and improvements located at 220 North 200 East, St. George, Utah 84770, commonly known as the City of St. George East Annex (the "Building"); and

WHEREAS, Landlord desires to lease a portion of the Building, particularly office space on the lower level, south end, of the Building ("Leased Premises") to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, and on the covenants, conditions, and provisions herein set forth; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the Parties hereby agree as follows:

AGREEMENT

1. **Term.** Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a one-year term, beginning on January 1, 2015 and ending December 31, 2015.
2. **Rental.** Tenant shall pay to Landlord during the rental term, rent in the total amount of forty thousand dollars and no cents (\$40,000.00). The rental amount is based on a calculation of 3,137 sq. ft. at a rate of \$12.00 per square foot (\$37,644.00), and utilities and other services of \$2,356.00, totaling \$40,000.00. Tenant shall pay the rental payment in one lump sum to Landlord at the offices of the City of St. George, 175 East 200 North, St. George, Utah 84770, by May 29, 2015.
3. **Use.** Tenant shall use Leased Premises solely for the office operations of the Washington County Drug Task Force.
4. **Sublease and Assignment.** Tenant shall not sublease, assign, or otherwise transfer its rights and obligations in this Lease to any person or entity.
5. **Repairs.** During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn by normal occupancy. All repairs are the responsibility of Tenant. Major mechanical systems like heating, air conditioning, and roofing are Landlord's obligation.

6. Alterations or Improvements. With Landlord's prior written approval, Tenant may remodel, redecorate, alter, improve, and/or replace fixtures, and make changes to the Leased Premises, as it desires. City, at its sole discretion, has the right to reject any such request. If Tenant makes any alterations or improvements, they must be made in a workmanlike manner, utilizing good quality materials. Tenant has the right to place and install personal property, fixtures, equipment, and other temporary items on the Leased Premises, and fasten the same items to the premises. All personal property, equipment, machinery, trade fixtures, and temporary installations on the Leased Premises, whether acquired by Tenant at the commencement of the Lease term or thereafter, remain Tenant's property free and clear of any claim by Landlord. Tenant has the right to remove the same at any time during the term of this Lease, provided that damage caused by the removal to the Leased Premises is repaired by Tenant at Tenant's expense.
7. Utilities. Tenant shall pay all charges for water, sewer, gas, electricity, telephone, and other services and utilities used by Tenant on the Leased Premises during the term of this Lease, as specified in paragraph 2, above. Tenant acknowledges that the Leased premises are designed to provide only standard office use for electrical facilities, office lighting, and physical plant capacities. Tenant shall not use any equipment or devices that utilize excessive electrical energy loads, or which may overload the wiring, or interfere with electrical services to other tenants or Landlord, in Landlord's reasonable opinion.
8. Entry. Landlord has the right to enter the Leased Premises at reasonable hours to inspect the same, provided Landlord does not unreasonably interfere with Tenant's business. Landlord has the right to enter the Leased Premises in an emergency upon a reasonable belief of an eminent threat to the Leased Premises.
9. Parking. During the term of the Lease, Tenant has the non-exclusive use in common, with Landlord and other tenants of the Building and their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways. Such use is subject to rules and regulations as prescribed from time to time by Landlord, and which are made in the Landlord's sole discretion. Landlord reserves the right to designate or not designate parking areas at the Building site, or within reasonable proximity of it, for the use of Tenant and Tenant's agents and employees.
10. Default. Tenant's failure to pay the rental payment when due is a breach of this Lease. If the breach continues for fifteen (15) days after written notice has been given to Tenant by Landlord, Landlord may declare the Lease terminated. If the Tenant has breached any other provisions of this Lease, or defaulted in any of its other obligations, and the breach continues for thirty (30) days after written notice has been given to Tenant by Landlord, and the breach or default has not been corrected, Landlord may declare the Lease terminated, and give Tenant written notice of the termination. Termination of the Lease for any reason requires Tenant to surrender possession of the Leased Premises. If the Leased Premises are not surrendered, Landlord has the right of reentry. In addition, Landlord has all rights and remedies, for any Tenant default, available to it in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

11. Quiet Possession. Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable, undisturbed, and uninterrupted possession of the Leased Premises during the term of the Lease.

12. Notice. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as set forth in this paragraph. Landlord and Tenant shall have the right to change the place of notice by giving written notice of the change to the other party.

LANDLORD:

City of St. George
Attn: Legal Department
175 East 200 North
St. George, UT 84770

TENANT:

Washington County Drug Task Force
Attn: Captain Kyle Whitehead
265 North 200 East
St. George, UT 84770

13. Waiver. No waiver of any breach or default of Landlord or Tenant shall be implied from any omission to take action on a breach or default, even if it is repeated or persistent. An express waiver of any breach or default applies only to the specified item, or to the extent stated in the express waiver. One or more waivers by Landlord or Tenant shall not be construed as a continuing waiver of a subsequent breach of the same covenant, term, or condition.

14. Headings. The headings used in this Agreement are for convenience only and shall not be considered in interpreting the meaning of any provision of this Lease.

15. Successors. The provisions of this Lease shall extend to and be binding on Landlord and Tenant, and their respective legal representatives, successors, and assigns.

16. Consent. Landlord shall not unreasonably withhold or delay consent with respect to any matter when Landlord's consent is required or desirable under this Lease.

17. Compliance with Law. Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Leased Premises.

18. Final Agreement. This Agreement supersedes all prior negotiations, understandings, and agreements between the parties, oral or written, on this subject matter. Any modifications or amendments to this Agreement must be in writing, and signed by all Parties.

19. Governing Law. This Agreement is governed, construed, and interpreted under the laws of the State of Utah, and venue in the event of a dispute shall be in the Fifth Judicial District Court for the State of Utah.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first written above.

LANDLORD:

City of St. George

Jonathan T. Pike, Mayor

TENANT:

Washington County Drug Task Force

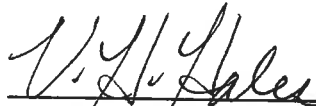


Captain Kyle Whitehead

Attest:

Christina Fernandez, City Recorder

Approved as to form:

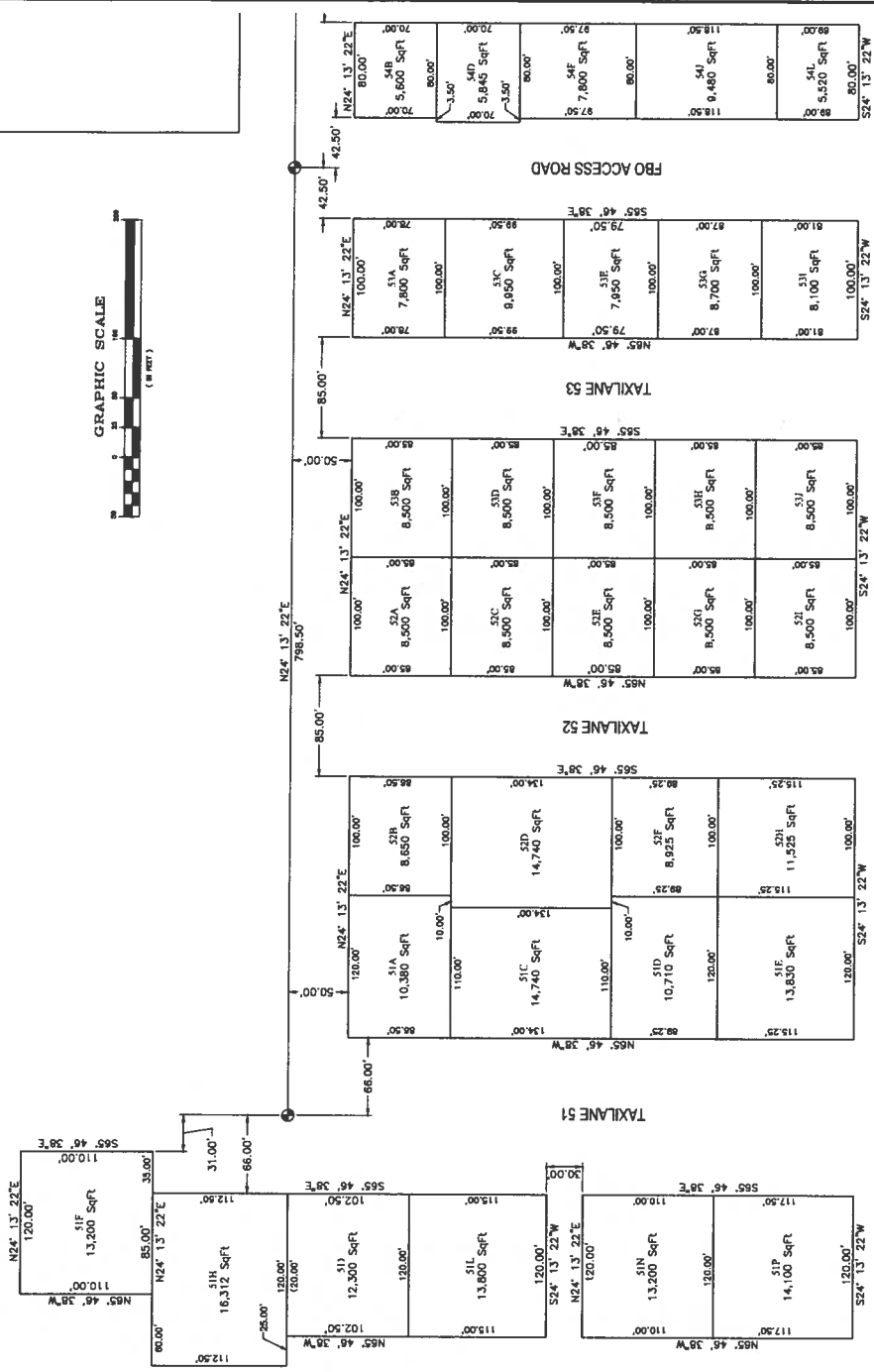


Victoria H. Hales, Assistant City Attorney

DRAFTAgenda Item Number : **6D**

Request For Council Action

Date Submitted 2015-02-03 15:05:30**Applicant** Rich Stehmeier**Quick Title** Airport Lease Agreement**Subject** Consider approval of an agreement with the Western Sky Warbird Museum on site 51E at the airport.**Discussion****Cost** \$0.00**City Manager Recommendation** Western Sky Warbird Museum would like to lease additional space at our Airport. Recommend approval.**Action Taken****Requested by** Cameron Cutler**File Attachments** 1_28_2015_Hanger Plat-South Hangars East Side.pdf**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments****Attachments** 1_28_2015_Hanger Plat-South Hangars East Side.pdf



DRAFT

Agenda Item Number :

6E

Request For Council Action

Date Submitted 2015-02-09 16:42:32**Applicant** Jeff Peay - Park Planning Manager**Quick Title** Property sales adjacent to Millcreek Park**Subject** Property sale to homeowners adjacent to Millcreek Park.

Discussion During the initial design phase of the project, members of the community around the proposed park site were invited to have input and make comment regarding the park design. As part of this process and during site analysis and investigation related to the planning of the proposed Millcreek Park, It was determined that several property owners had encroached upon city property related to the park. Property owners who had encroached were sent a letter notifying them of the situation. Three property owners with homes adjacent to Millcreek Park have requested to purchase park property from the City. These included: Mendenhall â€" 4,782.32 s.f. (.11 acre) Stevens â€" 2,625.38 s.f. (.06 acre) Thorpe â€" 424 s.f. (.01 acre) It is requested that Council consider these requests as they will not negatively impact upon the overall design of the proposed Millcreek Park.

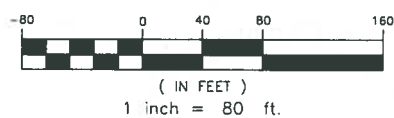
Cost \$0.00 to the City

City Manager Recommendation Lots of encroachments on City property by adjacent property owners. This park can be built without needing the property encroached on therefore the recommendation to sale at \$1.50 per sq ft to those property owners that have encroached.

Action Taken**Requested by** Jeff Peay - Park Pla**File Attachments** [Attachment - City Council Action 2-9-2015.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Attachment - City Council Action 2-9-2015.pdf](#)



MILLCREEK PARK
HOMEOWNER LOT LINE
ADJUSTMENT EXHIBIT
JULY 31, 2014





CITY OF ST. GEORGE

175 East 200 North
St. George, Utah 84770

May 9, 2014

Paul & Stephanie Mendenhall
2943 E 280 N
St. George, Utah 84790

Re: Property Acquisition along Millcreek Park Project Site

Dear Paul & Stephanie Mendenhall,

We have reviewed your request to purchase city property behind your residence along the Millcreek Park project and have discussed the issue with the City Attorney's office. Their direction for the homeowner is for each interested resident to make the request for how much property they want and to submit a legal description for review. Please return your request within 60 days to the Park Planning Division, 390 North 3050 East, St. George, UT 84790, and Attention: Millie Cockerill.

The City Council will make the final decision for approval and square foot price. The City will prepare a quit claim deed to be signed upon payment.

Please let me know if you have any questions or require further information.

Sincerely,

Millie Cockerill, RLA
Landscape Architect

Cc: Paula Houston, Deputy City Attorney

CITY OF ST. GEORGE

175 East 200 North, St. George, Utah 84770
Phone: (435) 827-4000
www.sgcity.org

MAYOR

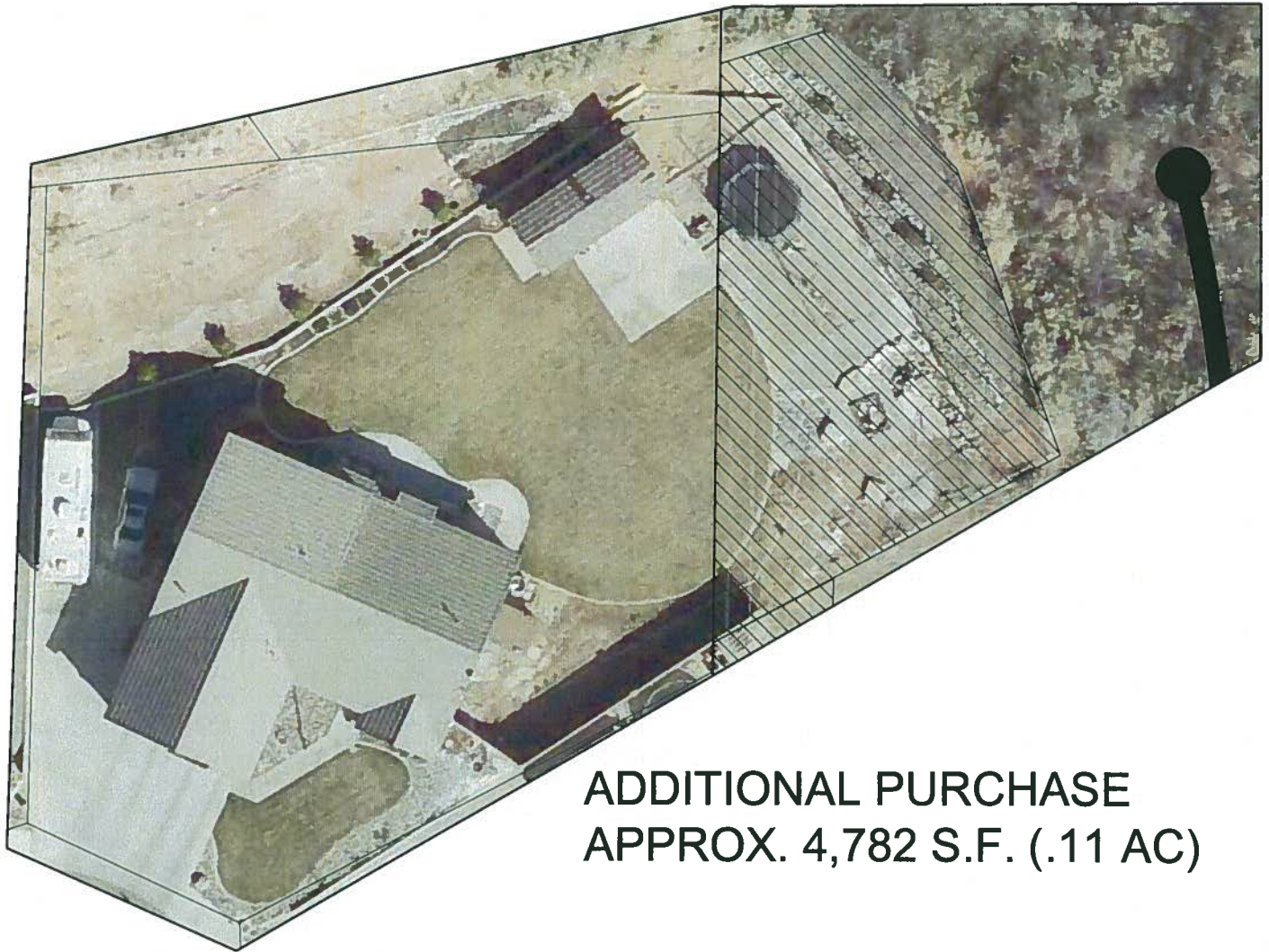
Jonathan T. Pike

CITY MANAGER

Gary S. Esplin

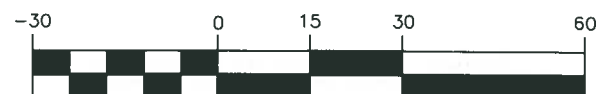
CITY COUNCIL

Gil Almquist
Jimmie Hughes, Michele Randall
Joe Bowcutt, Bette Arial



ADDITIONAL PURCHASE
APPROX. 4,782 S.F. (.11 AC)

SG-RSH-G-103
PAUL & STEPHANIE MENDENHALL
2943 E 280 N
ST. GEORGE, UT 84790
.34 AC



(IN FEET)
1 inch = 30 ft.

I, ROGER M. BLUNDY, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 7854 IN THE STATE OF UTAH. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE HEREIN DESCRIBED LAND IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN (NONE PLACED), AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.



TABLE PROPOSED FOR ADDITION TO LOT 103:

BEGINNING AT THE SOUTHEASTLY CORNER OF LOT 103 "OVERSIDE
THE EDGEMTS PLAY "C" SUBDIVISION" AS FILED IN THE OFFICE OF THE
WASHINGTON COUNTY RECORDER AND RUNNING THENCE N07S14°E
THENCE S89W12°E TO THE EAST LINE OF SAID LOT 103 TO A CHAIN LINK
FENCE ALONG THE EAST LINE; THENCE ALONG SAID CHAIN LINK
AN EXISTING CHAIN LINK FENCE; THENCE ALONG SAID CHAIN LINK
FENCE THE FOLLOWING (3) COURSES: N80W47°00"E 19.37 FEET;
THENCE S41°29'42"E 38.26 FEET; THENCE S17°34'20"E 54.78 FEET;
THENCE S81°47'30"W 71.20 FEET TO THE POINT OF BEGINNING.
CONTAINS 4,762.32 SQ. FT.

THE PURPOSE OF THIS SURVEY WAS TO PREPARE A LEGAL DESCRIPTION FOR THIS PROPOSED LOT TO BE DEED FROM ST. GEORGE CITY TO OWNERS OF LOT 107 OF RIVERVIEW ESTATES PLAT G SUBDIVISION. THE BASIS OF HEARING FOR THIS SURVEY IS 1/2 SECTION 19, BETWEEN A MAG. NAL. CLASS 2) IN THE INTERSECTION OF 130 NORTH 2940 EAST AND A CLASS 1 TRNG. ALD. MONUMENTAL LOCATED IN THE INTERSECTION OF 210 NORTH 2940 EAST STREET

R & B SURVEYING
2501 PROCKLEY HEAR DRIVE WASHINGTON, UTAH 84780
PHONE: (435) 672-2910

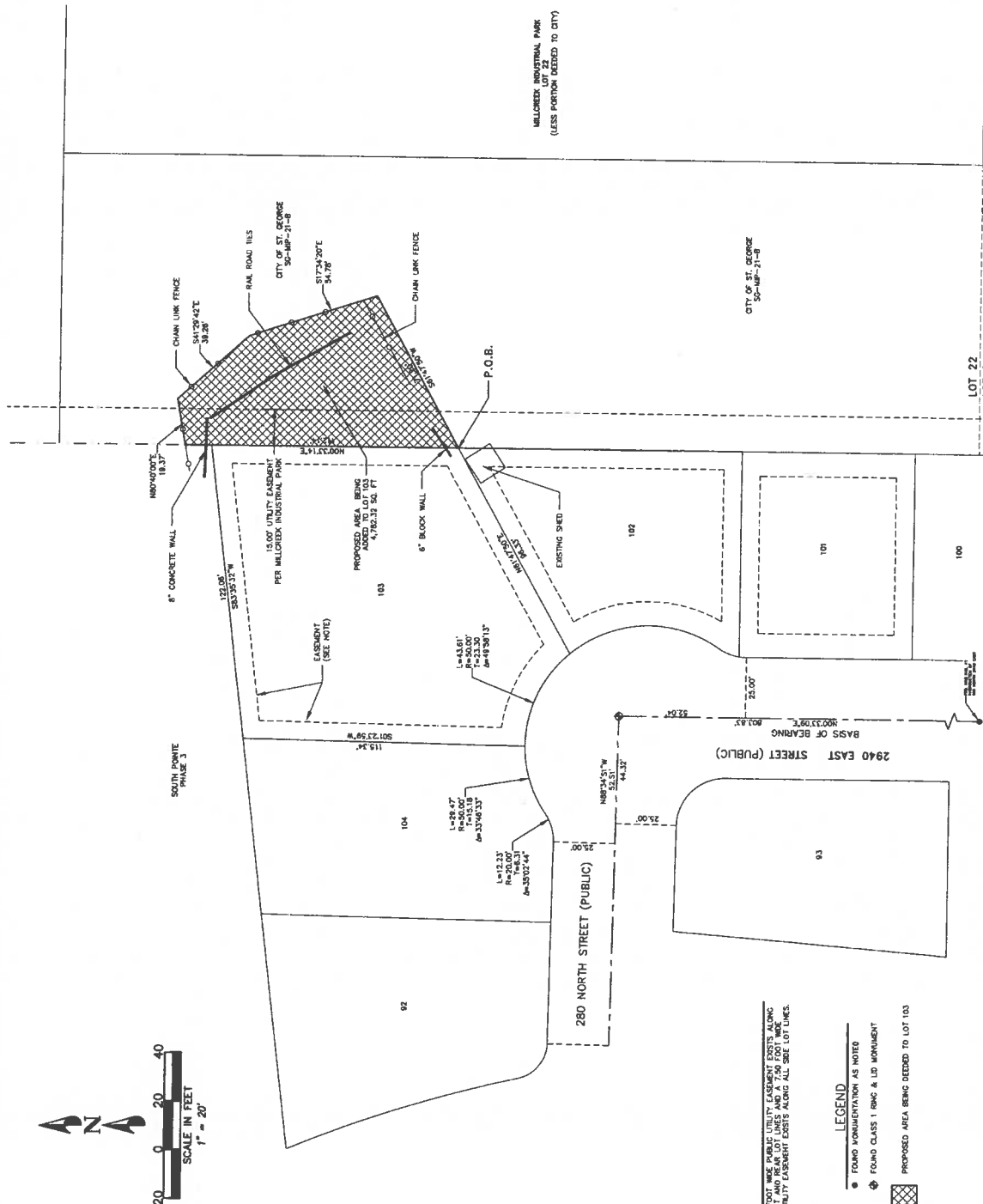
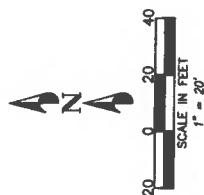
LOCATION:
SW 1/4 SEC.22, T42N, R15W, S124M
COMPLETED:
JUNE 2, 2014
REQUESTED BY:

NOTE: A 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG ALL FRONT AND REAR LOT LINES AND A 7.50 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG ALL SIDE LOT LINES.

● FOUND MONUMENTATION AS NOTED

◆ FOUND CLASS 1 RMWC & LID MONUMENT

PROPOSED AREA BEING DEEDED TO LOT 103





CITY OF ST. GEORGE

175 East 200 North
St. George, Utah 84770

May 9, 2014

Andrew & Aimee Stevens
278 N 2940 E
St. George, Utah 84790

Re: Property Acquisition along Millcreek Park Project Site

Dear Andrew & Aimee Stevens,

We have reviewed your request to purchase city property behind your residence along the Millcreek Park project and have discussed the issue with the City Attorney's office. Their direction for the homeowner is for each interested resident to make the request for how much property they want and to submit a legal description for review. Please return your request within 60 days to the Park Planning Division, 390 North 3050 East, St. George, UT 84790, and Attention: Millie Cockerill.

The City Council will make the final decision for approval and square foot price. The City will prepare a quit claim deed to be signed upon payment.

Please let me know if you have any questions or require further information.

Sincerely,

Millie Cockerill, RLA
Landscape Architect

Cc: Paula Houston, Deputy City Attorney

CITY OF ST. GEORGE

175 East 200 North, St. George, Utah 84770
Phone: (435) 627-4000
www.sgcity.org

MAYOR

Jonathan T. Pike

CITY MANAGER

Gary S. Esplin

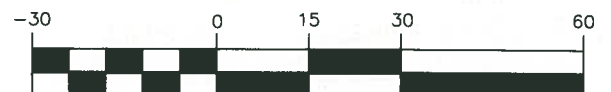
CITY COUNCIL

Gil Almquist
Jimmie Hughes, Michele Randall
Joe Bowcutt, Bette Arial



PROPERTY PURCHASE APPROX. 2,625.38 S.F. (.06 AC)

SG-RSH-G-102
ANDREW & AIMEE R STEVENS
278 N 2940 E
ST. GEORGE, UT 84790
.17 AC



(IN FEET)
1 inch = 30 ft.

1. ROGER M. BUNDT, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE, NO. 7854 IN ACCORDANCE WITH TITLE 56, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE HEREIN DESCRIBED LAND IN ACCORDANCE WITH SECTION 17-2-3-7. HAVE VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN (NONE PLACED), AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.



BOUNDARY DESIGN
AREA PROPOSED FOR ADDITION TO LOT 102:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 102 RIVERSIDE HEIGHTS PLAY "C" SUBDIVISION AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AND RUNNING THENCE N03°14'E 115.87 FEET ALONG THE EAST LINE TO THE NORTHEAST CORNER OF SAID LOT 102; THENCE N61°47'50"E 24.57 FEET; THENCE S03°31'4"W 127.83 FEET; THENCE N89°19'51"W 21.54 FEET TO THE POINT OF BEGINNING. CONTAINS 2,625.38 SQ. FT.

NARRATIVE
THE PURPOSE OF THIS SURVEY WAS TO PREPARE A LEGAL DESCRIPTION FOR THE AREA BEING DEEDED FROM ST. GEORGE CITY TO LOT 102. THE BASIS OF BEARING FOR THIS SURVEY IS N00°33'00"E BETWEEN A MAG NAIL AND CLASS 1 RANG & LID MONUMENT LOCATED IN 2000 EAST STREET AS SHOWN.

R & B SURVEYING
257 PROCKLEY PEAR DRIVE WASHINGTON, UTAH 84780
PHONE: (435) 622-2918

LOCATION:
SW 1/4 SEC. 22 T42S. R15W. S18W
COMPLETED:
MAY 19, 2014
REQUESTED BY:
MAYO STEPHENS

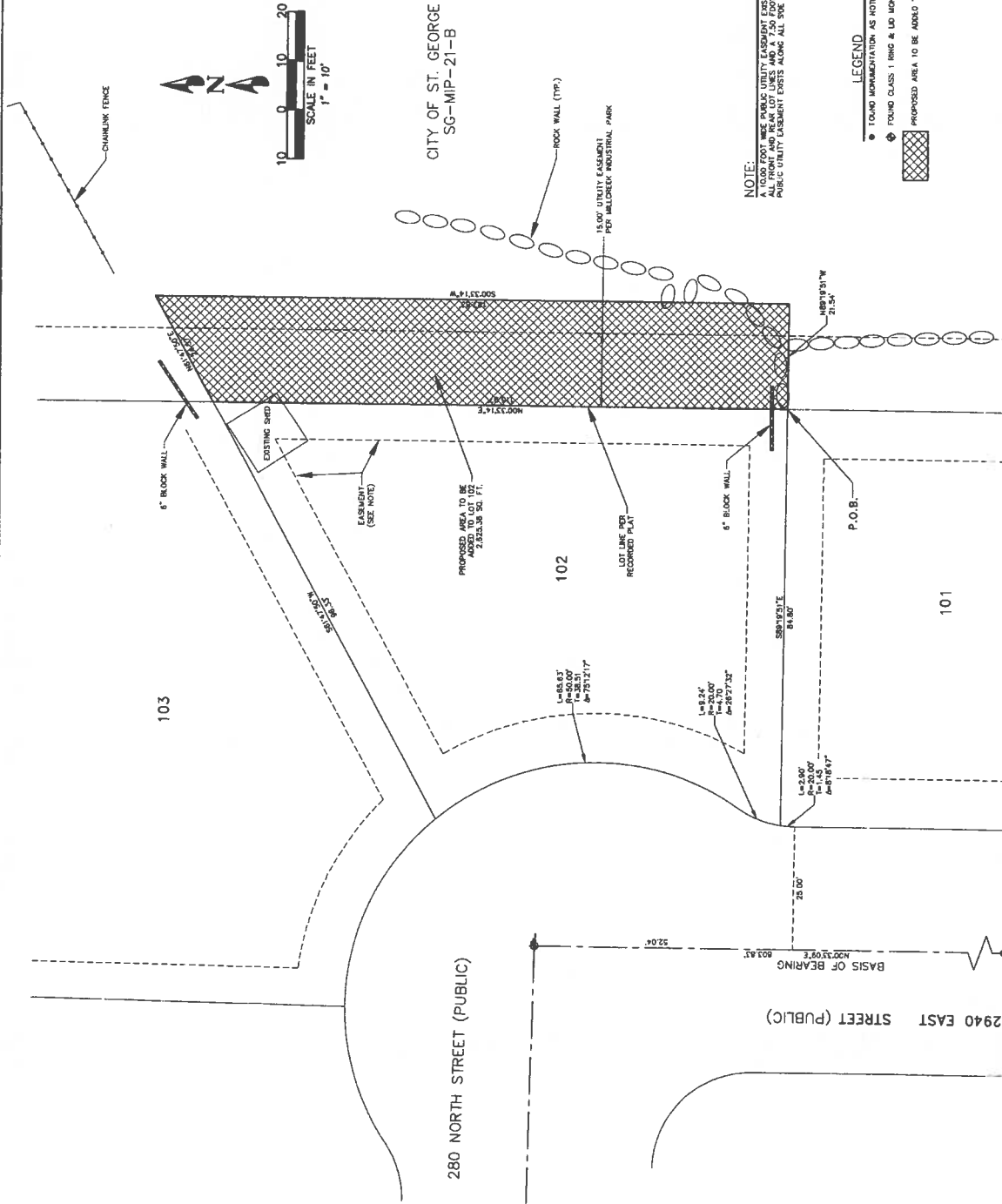
NOTE: A 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG ALL FRONT AND REAR LOT LINES AND A 7.50 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG ALL SIDE LOT LINES.

LEGEND

● FOUND MONUMENTATION AS NOTED

⊕ FOUND CLASS 1 RING & LID MONUMENT

PROPOSED AREA TO BE ADDED TO LOT 102





CITY OF ST. GEORGE

175 East 200 North
St. George, Utah 84770

May 9, 2014

Abbie Thorpe
250 N 2940 E
St. George, Utah 84790

Re: Property Acquisition along Millcreek Park Project Site

Dear Abbie Thorpe,

We have reviewed your request to purchase city property behind your residence along the Millcreek Park project and have discussed the issue with the City Attorney's office. Their direction for the homeowner is for each interested resident to make the request for how much property they want and to submit a legal description for review. Please return your request within 60 days to the Park Planning Division, 390 North 3050 East, St. George, UT 84790, and Attention: Millie Cockerill.

The City Council will make the final decision for approval and square foot price. The City will prepare a quit claim deed to be signed upon payment.

Please let me know if you have any questions or require further information.

Sincerely,

Millie Cockerill, RLA
Landscape Architect

Cc: Paula Houston, Deputy City Attorney

CITY OF ST. GEORGE

175 East 200 North, St. George, Utah 84770
Phone: (435) 827-4000
www.sgcity.org

MAYOR

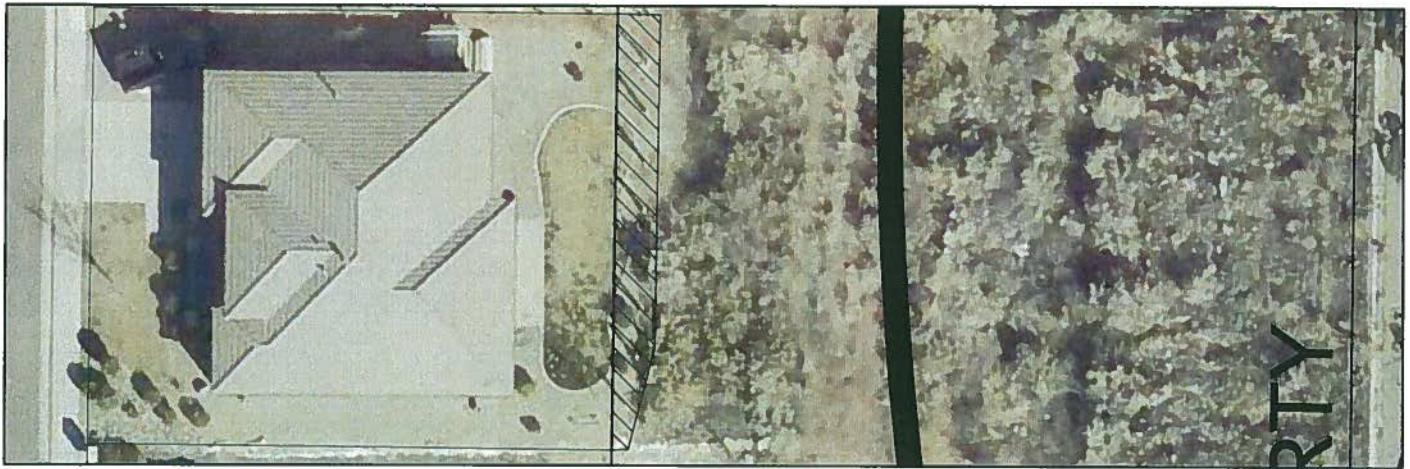
Jonathan T. Pike

CITY MANAGER

Gary S. Esplin

CITY COUNCIL

Gil Almquist
Jimmie Hughes, Michele Randall
Joe Bowcutt, Bette Atrial



PROPERTY PURCHASE APPROX. 424 S.F. (.01 AC)

SG-RSH-G-99
ABBIE THORPE
250 N 2940 E
ST. GEORGE, UT 84790
.14 AC



(IN FEET)
1 inch = 30 ft.



Received Feb. 27/2004; revised May 11/2004; accepted May 11/2004.

[illegible]

LET OF REVERENDS HONORARY PLAT OF SUPERVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OFF
RECORDED IN THE WASHINGTON COUNTY RECORDERS OFFICE

[illegible]

- **REEL COILERS** - "W" X "H" REELS & PLASTIC CARP
REELING/REEL ADVANTAGES
- **REELING P & M** - IN TOP OF CHINA AND OUTSIDE
AT 17 EXTENSION OF PAPER LINE
- **NOTHING LEFT ON PAPER**
- **SECTIONS ABOVE VENTILATION**
AS SEVEN IN AND DOWN
- **POLYNO 31 REVER CONTINUAL**
MONITORING (CLASS)

SHEET
1
OF 1 SHEET

St. George Office:
332 East Riverside Drive
Suite A-2 St. George, Utah
84790 Ph: (435) 675-8586 Fx:
(435) 675-8597
www.rachell.net



AREA OF OCCUPATION DESCRIPTION – LOT 99
RIVERSIDE HEIGHTS PLAT “G”

Beginning at the Southeast corner of Lot 99, Riverside Heights Plat “G”, as on file in the Office of the Recorder, Washington County, Utah (Instrument No. 993122, Book: 1827, Page: 1247). Said point also being North 00°33'14" East 638.56 feet along the center section line from the South Quarter Corner of Section 22, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and continuing;

thence North 00°33'14" East 71.00 feet along said center section line and the Easterly line of said Lot 99 to the Northeast corner of said lot;

thence South 89°19'51" East 6.90 feet along an Easterly extension of the North line of said Lot 99;

thence South 01°28'42" West 54.19 feet;

thence South 11°32'58" West 17.12 feet to a point on an Easterly extension of the South line of said Lot 99;

thence North 89°19'51" West 2.76 feet along said extension line to the Point of Beginning.

Containing approximately 424 Square Feet or 0.01 Acres.

DRAFTAgenda Item Number : **6F**

Request For Council Action

Date Submitted 2015-02-06 13:22:58**Applicant** City of St. George**Quick Title** City Treasurer Appointment**Subject** Requesting the Mayor's appointment of Aaron D. Olsen as the new City Treasurer effective February 23, 2015.**Discussion****Cost** \$0.00**City Manager Recommendation** State law requires this appointment be made by the Mayor. Mayor Pike is recommending appointment of Aaron D. Olsen for this position.**Action Taken****Requested by** Deanna Brklacich**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

DRAFT

Agenda Item Number :

6G

Request For Council Action

Date Submitted 2015-02-13 10:46:09**Applicant** SGPD**Quick Title** Consider Approval of an increase in HIDTA Grant for SGPD.**Subject** Accept increase in HIDTA Grant award for 2015-2016.

Discussion A High Intensity Drug Trafficking Area (HIDTA) Grant was previously awarded to the SGPD for the period of January 2015 through December 2016 in the amount of \$30,142.00. The grant award for that period has been increased by \$122,862.00 for a total award of \$153,004. for that same period. The acceptance is subject to the terms and conditions of the original grant.

Cost \$0.00

City Manager Recommendation Recommend approval.

Action Taken**Requested by** Shawn Guzman**File Attachments** [HIDTA 2015 2016 Modified 02 13 15.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments A motion needs to authorize the Police Chief to sign the acceptance.

Attachments [HIDTA 2015 2016 Modified 02 13 15.pdf](#)



February 9, 2015

Chief Marlon Stratton
St. George Police Department
265 North 200 East
St. George, UT 84770

Dear Chief Stratton:

Grant number G15RM0015A has been increased and now totals \$153,004.00.

The original of Modification 1 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
National HIDTA Director

Enclosures

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address Chief Marlon Stratton St. George Police Department 265 North 200 East St. George, UT 84770		4. Award Number: G15RM0015A	
		5. Grant Period: From 01/01/2015 to 12/31/2016	
1A. Subrecipient IRS/Vendor No.	6. Date: 2/9/2015	7. Action Initial <input checked="" type="checkbox"/> Supplemental	
Subrecipient Name and Address	8. Supplement Number 1		
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	\$30,142.00	
3. Project Title	10. Amount of This Award:	\$122,862.00	
	11. Total Award:	\$153,004.00	
12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant. • Consistent with P.L. 113-235 / H.R. 83, Consolidated and Further Continuing Appropriations Act, 2015, this Grant Award document provides additional funding in the amount indicated in Block 10. This amount, together with the amount equivalent to 19.7% of the fiscal year 2014 funding level previously made available, as indicated in Block 9, represent the total FY 2015 budget and spending ceiling for this grant, as indicated in Block 11.			
13. Statutory Authority for Grant: Public Law 113-235 / H.R. 83			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director		15. Typed Name and Title of Authorized Official Marlon Stratton St. George Police Department	
16. Signature of Approving ONDCP Official <i>Michael K. Gottlieb</i>		17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 627376569 EIN: 1876000275A1		19. HIDTA AWARD OND1070DB1516XX OND6113 OND2000000000 OC 410001	

Initiative Cash by HIDTA

FY 2015

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
Rocky Mountain	St. George Police Department	Washington County Drug Task Force	153,004.00	Investigation	G15RM0015A
Agency Total : St. George Police Department			153,004.00		
Total			153,004.00		

Budget Detail

2015 - Rocky Mountain

Initiative - Washington County Drug Task Force

Award Recipient - St. George Police Department (G15RM0015A)

Resource Recipient - St. George Police Department

Current Budget (net of reprogrammed funds)

\$153,004.00

Personnel	Quantity	Amount
Administrative Staff	1	\$12,480.00
Total Personnel		\$12,480.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	10	\$54,600.00
Total Overtime		\$54,600.00
Travel	Quantity	Amount
Administrative	2	\$550.00
Investigative/Operational	11	\$800.00
Total Travel		\$1,350.00
Facilities	Quantity	Amount
Lease	1	\$40,000.00
Total Facilities		\$40,000.00
Services	Quantity	Amount
Communications - mobile phones & pagers		\$9,744.00
Equipment rentals		\$250.00
Service contracts		\$4,100.00
Shipping & postage		\$100.00
Subscriptions - database		\$660.00
Vehicle lease - passenger	3	\$16,920.00
Total Services		\$31,774.00
Supplies	Quantity	Amount
Investigative/Operational		\$1,550.00
Office		\$1,250.00
Total Supplies		\$2,800.00
Other	Quantity	Amount
PE/PI/PS		\$10,000.00
Total Other		\$10,000.00
Total Budget		\$153,004.00

**ST. GEORGE CITY COUNCIL MEETING
REGULAR MEETING
JANUARY 8, 2015, 5:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

**Mayor Jon Pike
Councilmember Gil Almquist
Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Joe Bowcutt
Councilmember Bette Arial
City Manager Gary Esplin
Deputy City Attorney Paula Houston
City Recorder Christina Fernandez**

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Councilmember Bowcutt and the invocation was offered by Reverend Jimi Kestin. He then mentioned the Prayer Over the City event that took place on January 1, 2015. Additionally, he read a post card he received from a local couple thanking the City staff for what they do.

COMMENTS FROM THE PUBLIC:

Mayor Pike advised that there was a form received from a gentleman in Washington City. Because the gentleman lives outside St. George City limits and the topic is an item listed on tonight's agenda, the comments could not be heard.

APPOINTMENTS:

Appoint the new Administrative Services Director.

City Manager Gary Esplin advised that Finance Director Philip Peterson is retiring after 32 years of service. He thanked him for the incredible job he has done. Additionally, he explained the changes to the Finance Department including creating the Administrative Services Director and Finance Manager positions. He recommended appointing the Budget and Financial Planning Manager, Deanna Brklacich, to the Administrative Services/Budget Director position.

MOTION: A motion was made by Councilmember Almquist to appoint Deanna Brklacich as the Administrative Services/Budget Director position.

SECOND: The motion was seconded by Councilmember Hughes.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Almquist – aye
Councilmember Hughes – aye
Councilmember Randall – aye
Councilmember Bowcutt – aye
Councilmember Arial – aye

The vote was unanimous and the motion carried.

1
2 City Manager Gary Esplin recommended that the City Treasurer, Tiffany LaJoice, be
3 promoted to the Finance Manager position through the selective promotion process.
4

5 Finance Director Philip Peterson thanked the Mayor and City Council, as well as the
6 previous Mayors and City Councils for giving him the opportunity to serve. Part of
7 the reason he feels comfortable with leaving is that he has total confidence in those
8 in his department.
9

10 Administrative Services Director Deanna Brklacich stated that the City is losing a
11 giant in the finance business with the retirement of Mr. Peterson. She stated that
12 she has worked with Mr. Peterson for approximately 20 years and hopes to bring
13 that knowledge into this position.
14

15 Finance Manager Tiffany LaJoice stated that she will miss Mr. Peterson. He has been
16 a great boss and she appreciates his dedication. She thanked the Mayor and City
17 Council, as well as the City Manager, for this opportunity.
18

19 Mayor Pike commented that the City is very fortunate to have the employees that it
20 has. He mentioned the retirement celebration that will take place on Thursday,
21 January 29, 2015 from 3:00 to 5:00 p.m.
22

23 **APPOINTMENT:**

24 Mayor Pike mentioned that there are positions available for the Airport Advisory
25 Board. He recommends appointing Mary Hatch who has retired from the hospital.
26 She does not reside in St. George; however she does reside in Washington County.
27

28 **MOTION:** A motion was made by Councilmember Almquist to appoint Mary Hatch
29 to the Airport Advisory Board.

30 **SECOND:** The motion was seconded by Councilmember Arial.
31

32 Mayor Pike added that Ms. Hatch's term will be four years.
33

34 **VOTE:** Mayor Pike called for a vote, as follows:
35

36 Councilmember Almquist – aye
37 Councilmember Hughes – aye
38 Councilmember Randall – aye
39 Councilmember Bowcutt – aye
40 Councilmember Arial – aye
41

42 The vote was unanimous and the motion carried.
43

44 **PROFESSIONAL SERVICES AGREEMENT:**

45 **Consider approval of a professional services agreement with Bowen &**
46 **Collins Engineers for the Wastewater Treatment Plant Solids Handling**
47 **Controls Upgrade project.**
48

1 City Manager Gary Esplin explained that a used centrifuge was purchased for the
2 Wastewater Treatment Plant. This is for the upgrade of the controls at a cost of
3 \$137,785.
4

5 **MOTION:** A motion was made by Councilmember Almquist to approve the
6 contract for professional services with Bowen & Collins Engineers for
7 the Wastewater Treatment Plant in the amount of \$137,785 for 2015.

8 **SECOND:** The motion was seconded by Councilmember Randall.

9 **VOTE:** Mayor Pike called for a vote, as follows:

10
11 Councilmember Almquist – aye
12 Councilmember Hughes – aye
13 Councilmember Randall – aye
14 Councilmember Bowcutt – aye
15 Councilmember Arial – aye
16

17 The vote was unanimous and the motion carried.
18

19 **AWARD OF BID:**

20 **Consider award of bid for demolition of the West Cove Apartments.**

21
22 Purchasing Manager Connie Hood advised that quite a few bids were received. The
23 low bidder is B. Hansen Construction in the amount of \$90,000 which includes
24 asbestos removal.
25

26 City Manager Gary Esplin commented that he had a discussion with a gentleman who
27 wanted the City to delay the bid to see if there are alternatives. In his opinion, the
28 City is too far down the road to put the demolition on hold. He does not see that this
29 can be delayed any longer. Staff contacted the Cooper family several weeks ago
30 who asked that the bid be delayed. The bid was delayed at that time. Neighbors
31 have been patiently waiting for this.
32

33 Councilmember Randall commented that neighbors have been very patient. She is
34 not in favor of delaying the demolition.
35

36 **MOTION:** A motion was made by Councilmember Randall to award the bid to B.
37 Hansen Construction in the amount of \$90,000 for the demolition of
38 West Cove Apartments.

39 **SECOND:** The motion was seconded by Councilmember Bowcutt.

40 **VOTE:** Mayor Pike called for a vote, as follows:

41
42 Councilmember Almquist – aye
43 Councilmember Hughes – aye
44 Councilmember Randall – aye
45 Councilmember Bowcutt – aye
46 Councilmember Arial – aye
47

48 The vote was unanimous and the motion carried.
49
50

1 **ZONE CHANGE/PUBLIC HEARING/ORDINANCE:**

2 **Public hearing to consider a request to modify the PD-C (Planned**
3 **Development Commercial) zone for Ideal Automotive, LLC located at 184**
4 **West 1600 South.**

5
6 Planner Ray Snyder presented a request for a zone change for Ideal Automotive,
7 LLC. He presented a PowerPoint presentation which included photos of the plans,
8 elevations, and photos of the area. There are dead as well as missing trees along
9 Black Ridge Drive that will be replaced. He mentioned a letter received from a
10 nearby business owner regarding the landscaping. The existing building will be
11 demolished and a new building will be added. He outlined the staff report and
12 comments from the Planning Commission who recommends approval.

13
14 Councilmember Bowcutt inquired if the parking area for storing vehicles is figured in
15 as part of the adequate parking space. He fears that this parking will fill up and
16 there will not be adequate parking.

17
18 Mr. Snyder explained that City code goes by the square footage of the building to
19 determine the required parking spaces. The area in which Councilmember Bowcutt is
20 referring to, will be used to determine the required parking. They do meet the
21 parking requirements. The code does not state that cars cannot be parked for long
22 periods of time.

23
24 Mayor Pike asked if the applicant would consider planting evergreen trees along the
25 north side as well as some on the west.

26
27 Councilmember Almquist stated that trees and gravel would be sufficient in this area.

28
29 City Manager Gary Esplin explained that this is a PD-C zone; the applicant is adding
30 additional space that is being added to the property. He commented that he agrees
31 with Councilmember Bowcutt with regard to the parking. If the parking is behind a
32 fence and a customer cannot access it, there is an issue. The business needs to
33 have adequate customer parking in the front of the building. When he had work
34 done on his car, he had trouble finding parking. Although the request meets the
35 ordinance, it may have to be looked at in the future.

36
37 Mayor Pike opened the public hearing.

38
39 Bill Western, architect, explained that there is more customer parking at the
40 proposed building than there is at the existing facility. He also explained that long
41 term storage of vehicles is not planned. Additionally, he explained that the existing
42 facility has an impound area used by the Police Department.

43
44 Mayor Pike closed the public hearing.

45
46 **MOTION:** A motion was made by Councilmember Arial to approve the request to
47 modify the PD-C zone for Ideal Automotive, LLC. with conditions of the
48 Planning Commission and with review of the parking and landscaping
49 requirements.

50 **SECOND:** The motion was seconded by Councilmember Hughes.

1 **VOTE:** Mayor Pike called for a vote, as follows:

2
3 Councilmember Almquist – aye
4 Councilmember Hughes – aye
5 Councilmember Randall – aye
6 Councilmember Bowcutt – aye
7 Councilmember Arial – aye
8

9 The vote was unanimous and the motion carried.

10
11 **PUBLIC HEARING/GENERAL PLAN AMENDMENT/ORDINANCE:**

12 **Public hearing to consider a General Plan amendment from LDR (Low**
13 **Density Residential), MDR (Medium Density Residential) and COM**
14 **(Commercial) to COM (Commercial) on property generally located between**
15 **3000 East Street and Mall Drive.**
16

17 Planning & Zoning Manager John Willis presented a request for a General Plan
18 amendment on property generally located between 3000 East Street and Mall Drive.
19 He presented a PowerPoint presentation which included maps of the area, the
20 applicant's proposal and photos of the area. The Planning Commission recommends
21 approval.
22

23 Councilmember Bowcutt inquired if the existing irrigation ditch is owned by the City
24 or is part of the property.
25

26 City Manager Gary Esplin explained that the drainage ditch is an easement on the
27 property for conveying flood water as well as tail water from the irrigation of the
28 fields. Washington City has utilized the drain. There are funds in the budget to
29 improve this area.
30

31 Councilmember Hughes commented that this needs to be taken care of prior to
32 developing the area.
33

34 City Manager Gary Esplin explained that the property owner has hired an engineering
35 firm. If approved, the applicant will return with a development proposal. Staff
36 supports the applicant as this is good planning to diversify commercial so that
37 patrons do not have to drive far.
38

39 Mayor Pike opened the public hearing.
40

41 Sandy Certonio, a Washington City resident, stated that it will be nice to have a store
42 in the area; however, she is concerned that this will change the character and nature
43 of Washington Fields. She mentioned the big scar on Bluff Street which was allowed
44 to happen as well as the Twin Palms Golf Course rock formation. Those that moved
45 to Washington Fields moved there for the quiet, country residential setting. She
46 asked that her comments be considered.
47

48 Mayor Pike stated that he feels this type of commercial to be beneficial to the
49 residents in this area. He appreciates Ms. Certonio's comments as the Council will
50 want to consider everything.

1
2 Ed Baca, St. George resident, stated that there is a need for the commercial
3 development in this area. Since the bridge has been installed, the traffic at
4 Foremaster Ridge has increased. He believes the commercial development will assist
5 with, as well as lessen the traffic. He asked the Mayor and City Council approve this
6 request.

7
8 Sheri Reeder, a Washington City resident, asked if there has been discussion with
9 Washington City officials regarding this proposal.

10
11 Mayor Pike mentioned that he spoke with Mayor Nielson. His feeling is that Mayor
12 Nielson expected this to be a good thing. Additionally, he believes that there are
13 ways to make this work. He mentioned that there was opposition when the
14 Bloomington Walmart was proposed.

15
16 Ms. Reeder asked if the City Council has a say in what is built there.

17
18 Mayor Pike replied yes. He stated that he appreciates the comments. There being
19 no further comments, he closed the public hearing.

20
21 Councilmember Hughes commented that the general concern is the Washington
22 Fields area. The City has discussed preserving the quaintness. He believes that if
23 commercial is wanted in the area, this is where it should be.

24
25 **MOTION:** A motion was made by Councilmember Hughes to approve the general
26 plan amendment from LDR (Low Density Residential), MDR (Medium
27 Density Residential) and COM (Commercial) to COM (Commercial) on
28 the 24.4 acres.

29 **SECOND:** The motion was seconded by Councilmember Bowcutt.

30 **VOTE:** Mayor Pike called for a roll call vote, as follows:

31
32 Councilmember Almquist – aye
33 Councilmember Hughes – aye
34 Councilmember Randall – aye
35 Councilmember Bowcutt – aye
36 Councilmember Arial – aye

37
38 The vote was unanimous and the motion carried.

39
40 **NAME UAMPS REPRESENTATIVE/RESOLUTION:**

41 **Consider approval of a resolution naming Laurie Mangum as the UAMPS**
42 **representative and James Van Fleet as the alternate representative.**

43
44 City Manager Gary Esplin advised that he proposed to name Laurie Mangum as the
45 UAMPS representative and James Van Fleet at the alternate representative.

46
47 **MOTION:** A motion was made by Councilmember Almquist to appoint Laurie
48 Mangum as the UAMPS representative and James Van Fleet at the
49 alternate representative.

50 **SECOND:** The motion was seconded by Councilmember Arial.

1 **VOTE:** Mayor Pike called for a roll call vote, as follows:

2
3 Councilmember Almquist – aye
4 Councilmember Hughes – aye
5 Councilmember Randall – aye
6 Councilmember Bowcutt – aye
7 Councilmember Arial – aye

8
9 The vote was unanimous and the motion carried.

10
11 **SPECIAL EVENT PERMIT FEE WAIVER:**

12 **Consider approval of a request to waive the special event permit fee as well**
13 **as the fee for the use of the Ridge Top Complex for the Hog and Jog 5k**
14 **event. LaRae Nelson, applicant.**

15
16 City Manager Gary Esplin stated that this is an exciting event and a fundraiser for
17 SwitchPoint.

18
19 LaRae Nelson, applicant, mentioned that this event is to benefit SwitchPoint. This
20 will be a fun run and will not serve traditional race food, only bacon. They are asking
21 for a fee waiver for the special event and for the use of the Ridge Top Complex. This
22 event will bring in advertisement and recognition for SwitchPoint. They will donate
23 half the net proceeds to SwitchPoint. Additionally, they will work in conjunction with
24 United Way Dixie and SwitchPoint staff. They expect 750 runners and the event will
25 take place on Saturday, March 28, 2015 at 9:00 a.m. Radio stations will be
26 broadcasting along the course and Waffle Love will also participate. The bacon will
27 be cooked prior to the event; however, they also plan on cooking bacon at the event.
28 They will be working with City staff to plan the course.

29
30 **MOTION:** A motion was made by Councilmember Arial to approve the fee
31 waivers for the special event permit as well as for the use of the Ridge
32 Top Complex for the Hog and Jog event.

33 **SECOND:** The motion was seconded by Councilmember Almquist.

34 **VOTE:** Mayor Pike called for a vote, as follows:

35
36 Councilmember Almquist – aye
37 Councilmember Hughes – aye
38 Councilmember Randall – aye
39 Councilmember Bowcutt – aye
40 Councilmember Arial – aye

41
42 The vote was unanimous and the motion carried.

43
44 **MEMORANDUM OF UNDERSTANDING:**

45 **Consider approval of a memorandum of understanding between the City of**
46 **St George and the U.S. Marshal's Office.**

47
48 City Manager Gary Esplin advised that there is an existing MOU between the City and
49 the U.S. Marshal's Office. This will formally adopt the agreement by the City Council.

1 He explained that this is a fugitive task force and the officers are required to be
2 deputized.

3
4 **MOTION:** A motion was made by Councilmember Almquist to approve the
5 memorandum of understanding between the City of St. George and
6 the U.S. Marshal's Office.

7 **SECOND:** The motion was seconded by Councilmember Randall.

8 **VOTE:** Mayor Pike called for a vote, as follows:

9
10 Councilmember Almquist – aye

11 Councilmember Hughes – aye

12 Councilmember Randall – aye

13 Councilmember Bowcutt – aye

14 Councilmember Arial – aye

15
16 The vote was unanimous and the motion carried.

17
18 **INTELOCAL AGREEMENT:**

19 **Consider approval of an interlocal agreement between the City of St. George**
20 **and Washington County for the bomb squad.**

21
22 City Manager Gary Esplin explained that the City has operated the bomb squad in the
23 past, with participation from Washington County and other entities. This agreement
24 will allow the bomb squad to respond within the Five County area.

25
26 **MOTION:** A motion was made by Councilmember Hughes to approve the
27 interlocal agreement for the bomb squad.

28 **SECOND:** The motion was seconded by Councilmember Randall.

29 **VOTE:** Mayor Pike called for a vote, as follows:

30
31 Councilmember Almquist – aye

32 Councilmember Hughes – aye

33 Councilmember Randall – aye

34 Councilmember Bowcutt – aye

35 Councilmember Arial – aye

36
37 The vote was unanimous and the motion carried.

38
39 **DONATION AGREEMENT:**

40 **Consider approval of a donation agreement and deed for a strip of land**
41 **adjacent to the Fields at Little Valley softball park and Meadow Valley**
42 **Estates Phases 1 and 2.**

43
44 City Manager Gary Esplin advised this donation agreement is for a strip of land near
45 Meadow Valley Estates Phases 1 and 2. The property is approximately 0.25 acres
46 and cannot be used by the developer. He recommended accepting the donation.

47
48 **MOTION:** A motion was made by Councilmember Randall to accept the donation.

49 **SECOND:** The motion was seconded by Councilmember Arial.

50 **VOTE:** Mayor Pike called for a vote, as follows:

1
2 Councilmember Almquist – aye
3 Councilmember Hughes – aye
4 Councilmember Randall – aye
5 Councilmember Bowcutt – aye
6 Councilmember Arial – aye
7

8 The vote was unanimous and the motion carried.
9

10 **REPORTS FROM MAYOR, COUNCILMEMBERS AND CITY MANAGER:**

11 Mayor Pike mentioned that the Arts Commission would like to be on the January 15,
12 2015 agenda to make their recommendations on pieces to purchase.
13

14 Councilmember Arial mentioned the dress exhibit that is currently at the Arts
15 Museum. Art Around the Corner is planning their annual reception on March 27th and
16 28th. The Art Museum will hold its annual Soup 'n Bowl fundraiser on March 6th. She
17 also mentioned the Youth City Council; they have been in training and are learning
18 lots of things about government.
19

20 Mayor Pike mentioned that there are six slots available for the Youth City Council to
21 attend the Local Officials Day conference. Additionally, he mentioned the Heritage
22 Day Celebration. He and the Councilmembers will be serving root beer floats at the
23 Opera House on January 17th from 12:00 to 2:00 p.m. Also on that day, it will be
24 free to ride a Suntran bus, swim at the Sand Hollow Aquatic Center and use the
25 Recreation Center.
26

27 Councilmember Randall mentioned the Veteran's Town Hall meeting that will take
28 place on January 21st at the Ivins Veterans Home from 6:00 to 8:00 p.m.
29 Additionally, she mentioned that the St. George Musical Theater needs a box office
30 and their production Dirty Rotten Scoundrels starts next week.
31

32 City Manager Gary Esplin stated that he can work on finding a box office. He
33 mentioned that City staff is looking into the restrooms at the Children's' Museum.
34

35 Councilmember Hughes mentioned that he attended the Homeless Coordinating
36 Council meeting. It is impressive to see the change in the direction of the board
37 since SwitchPoint has opened. The Point in Time count will take place January 29,
38 30, and 31. He mentioned that Lloyd Pendleton did a spot on the Jon Stewart show
39 regarding what Utah is doing for the homeless.
40

41 Councilmember Almquist commented that most of his boards have been quiet over
42 the holidays. The Historic Preservation Committee met just prior to Christmas, they
43 would like to preserve the interior of the home located near 300 West and 200
44 North.
45

46 Councilmember Bowcutt commented that the Planning Commission did not meet
47 because of the holidays.
48

49 Mayor Pike stated that the next meeting will include a special event permit
50 discussion. Additionally, there will be a repeat of last year's budget planning

meeting in February. He mentioned a State of the City presentation that will take place at a Chamber of Commerce event on February 4th at the Courtyard Marriott.

ADJOURN TO CLOSED SESSION:

MOTION: A motion was made by Councilmember Bowcutt to adjourn to a closed session for property purposes.

SECOND: The motion was seconded by Councilmember Almquist.

VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Almquist – aye

Councilmember Hughes – aye

Councilmember Randall – aye

Councilmember Bowcutt – aye

Councilmember Arial – aye

The vote was unanimous and the motion carried.

RECONVENE AND ADJOURN:

MOTION: A motion was made by Councilmember Randall to adjourn.

SECOND: The motion was seconded by Councilmember Almquist.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Almquist – aye

Councilmember Hughes – aye

Councilmember Randall – aye

Councilmember Bowcutt – aye

Councilmember Arial – aye

The vote was unanimous and the motion carried.

Christina Fernandez, City Recorder